



**Marine Atlantic  
Marine Atlantique**

**Canada**

## **AGREEMENT “D”**

Between

**MARINE ATLANTIC INC.**

And

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

**January 1, 2023**

**to**

**December 31, 2025**



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## ARTICLE 1 DEFINITIONS

- 1.1 (a) The word "employee" as used hereinafter shall be understood to mean any employee holding seniority under this Agreement.
- (b) Reference to number of days in this Agreement means calendar days, unless otherwise specified.
- 1.2 (a) A "temporary vacancy" is a vacancy in a position caused by the regularly assigned occupant being absent from duty (including on vacation but excluding preretirement vacation) or temporarily assigned to other duties.
- (b) The term "work week" for regularly assigned employees means a week beginning on the first day on which the assignment is bulletined to work. For extra or unassigned employees the term means a period of seven (7) consecutive days starting Friday.
- 1.3 (a) "Regularly assigned employee" means an employee who is assigned to a regular shift schedule. "Unassigned employee" means an employee who is not assigned to a regular shift schedule and who is directed to whatever work is available on a day-to-day basis.
- (b) The standard work week shall be 5 days, commencing on Sunday, and 8 hours shall constitute a standard work day. This article does not constitute a guarantee for 40 hours work a week.

## ARTICLE 2 RECOGNITION AND SCOPE

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

- 2.3 When vacancies occur in positions not covered by Union Agreement, applications from employees holding seniority rights under this Agreement will be given consideration for such positions providing they have the necessary capabilities.
- 2.4 (a) The Union acknowledges that it is the exclusive function of the Company to:
- (i) maintain order, discipline and efficiency;
  - (ii) hire, direct, classify, transfer, promote, demote, discharge and suspend or otherwise discipline employees, and to increase or decrease working forces;
  - (iii) manage the operation in which the Company is engaged and without restricting the generality of the foregoing, to determine the work to be performed, the methods, processes and means of handling, and the schedules of work.
- (b) The Company agrees that these functions will be exercised in a manner not inconsistent with the terms of this Agreement.
- 2.5 Applicable to Group IV only:
- Each employee in Group IV shall become a member of the Union and remain a member of the Union while employed under this agreement.

### **ARTICLE 3 SENIORITY**

- 3.1** An employee will be considered on probation until completing 720 regular hours of actual work in the service of the Company or 24 months, whichever is of shorter duration. If found unsuitable during that period in the opinion of the Company, such employee will not be retained. After successfully completing the probationary period an employee will be regarded as coming within the terms of the Agreement.
- An employee, already in the service of the Company, who transfers from another wage agreement to a position covered by Agreement D, shall be subject to a ninety (90) day probationary period.**
- 3.2 Seniority groupings will be in accordance with Article 2.2 and lists will be revised and posted in January of each year. Such lists will show seniority numbers, names, positions, location (where more than one location is

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

3.3 Protests in regard to seniority standing must be submitted in writing within 60 days from the date seniority lists are posted. When proof of error is presented by an employee or the appropriate representative, such error will be corrected and when so corrected the agreed upon seniority date shall be final. No change shall be made in the date accredited an employee which has appeared on two consecutive annual seniority lists unless protested in writing within the time limits specified in this Article, and names which have not appeared on two consecutive annual seniority lists shall not be restored to such list except in accordance with Article 3.6. No change in seniority status will be made unless concurred in writing by the appropriate officer of the Council.

3.4 The names of employees transferred with their work from a staff covered by this Agreement to a staff not covered by this Agreement shall be removed from the seniority list.

3.5 The seniority status of employees transferred with their work from a staff not covered by this Agreement to staff covered by this Agreement shall be decided by agreement between the appropriate officers of the Company and the Council. The basis of such decision shall be the seniority to which the employees would have been entitled had service on such other staff been governed by the terms of this Agreement. Seniority will only be established in this Agreement by mutual agreement.

3.6 Employees who have been discharged and are subsequently returned to the service on a position covered by this Agreement will only be allowed seniority from the date of return to the service, unless reinstated with former seniority status.

Employees who are not reinstated with former seniority status within two years of the date of discharge may only be so reinstated by agreement between the proper officer of the Company and the Chair of the Council.



3.7 When two or more employees commence work in the same seniority group on the same day the procedure for establishing relative seniority will be as follows:

(a) The employee already in the service

(b) The employee who ranked highest on the pre-employment interview.

3.8 (a) Employees who, while filling positions under this Agreement, are promoted to positions covered by another wage agreement or to an exempt position with the Company, may continue to fill such positions for a continuous period up to two years without loss of seniority and shall pay union dues to the appropriate union, but must return to their former positions at, or prior to, the expiration of such two year period, provided they can hold work under this agreement, or forfeit seniority rights under this Agreement.

(b) Article 3.8(a) shall not apply to employees who, while holding seniority rights under another wage agreement, obtain employment and establish seniority under this Agreement. If such employees, while filling positions under this Agreement, exercise their seniority under the provisions of another wage agreement, their names will be dropped from the seniority list. An employee shall not be regarded as having exercised seniority rights when used for emergency service only.

3.9 Applicable to Group IV:

(a) Employees will be classed in current positions as follows:

Class 1 – Lift Operator (Class I)

Class 2 – Tractor Trailer Operator

Class 3 – Checker

Class 4 – Lift Operator (Class II)

Class 5 – Frt. Handler/Stevedore

Class 6 – Traffic Director

(b) ILA Members shall establish seniority in Class 5 from the date of last entry into service in a position covered by this Agreement, and their names shall be added immediately to any group, from Class 1 to 6, for which qualified in the judgement of the Company in the order in which they appear in Class 5.

- (c) Seniority list for Class 5 will show name, seniority number and date of last entry into service as in Article 3.10(a).
- (d) Seniority lists for Class 1 to 6 shall show name and seniority number. Employees who do not qualify for such lists upon last entry into service as in Article 3.10(a) shall be added to the bottom of such lists upon application, if qualified in the judgement of the Company at that time.
- (e) Employees shall not be permitted to withdraw their names from any seniority list without good and sufficient reason.
- (f) Seniority lists will be kept up to date by the Company and copies thereof furnished to the Union in January of each year.
- (g) Employees shall be called for and assigned to the positions, in the sequence listed in Article 3.10(a), in accordance with their standing on the lists for each Class.

#### ARTICLE 4 HOURS OF SERVICE AND MEAL PERIOD

(Applicable to Groups I & III)

- 4.1 Except as otherwise provided, eight consecutive hours of service, exclusive of the meal period, shall constitute a day's work.
- 4.2 Employees may be assigned to work eight consecutive hours and allowed 20 minutes for lunch without deduction of pay.
- 4.3 Where the work is of an intermittent character, there being no work for periods of more than one hour's duration for one or more employees, and their services cannot otherwise be utilized, split trick assignments may be established by mutual agreement between the accredited representative and the proper officer of the Company. Split trick assignments will be confined to not more than two tours of duty within a spread of twelve consecutive hours in any day with payment for less than eight hours within a spread of twelve consecutive hours. The spread of hours may be extended by mutual agreement to take care of exceptional conditions. Split trick assignments must not be established until agreed to by the accredited representative of the employees or, in the case of a dispute, until a decision has been rendered authorizing establishment.
- 4.4 Where it has been the practice for employees to work less than eight hours per day, that practice shall be continued unless changed on account of conditions beyond

the control of the Company. Should conditions occasionally demand, employees working such reduced hours may be required to work eight hours per day and overtime will not accrue until after eight hours' service has been performed. To take care of regular requirements, such employees may be required to work extra hours on certain days and overtime shall only accrue after eight hours' service has been performed.

- 4.5 Regularly assigned employees who report for duty on their regular assignments shall be permitted to complete their assignment unless they lay off of their own accord, in which event they shall be allowed actual time worked at the hourly rate, except as may be otherwise mutually arranged locally.
- 4.6 Employees will be allowed time in which to eat between the ending of the fourth hour and the beginning of the seventh hour after starting work, unless otherwise mutually arranged locally. The meal period shall not be less than 30 minutes, nor more than one hour, unless otherwise mutually arranged locally. Employees shall not be assigned a specific meal period between 2200 hours and 0600 hours. If time in which to eat is not allowed within the agreed time limit, and is worked, such time shall be paid for at the hourly rate and 20 minutes for lunch, without deduction of pay, shall be allowed at the first opportunity.
- 4.7 Regular assignments shall have a fixed starting time and the regular starting time shall not be changed without at least 36 hours' notice to the employees affected. The starting time of an employee shall be the same on all days of the week, unless otherwise agreed upon locally.
- 4.8 Extra or unassigned employees called in to work, except to relieve on regular assignments, will be paid at the hourly rate with a minimum of four hours for each time required to commence work. The meal period provided for in Article 4.6 will not be considered a break.
- 4.9 Except in emergencies, extra or unassigned employees shall not be called for duty in any seven-day period after they have completed 40 hours' work in such period.
- 4.10 All possible regular relief assignments with five days' work per week and two consecutive rest days (subject to Article 29.4) shall be established to perform necessary relief work or to perform relief work on certain days and such types of other work on other days as may be assigned under this Agreement.
- 4.11 Where situations exist making it impracticable to establish relief assignments in accordance with Article 4.10, the accredited representative of the employees and

the proper officer of the Company may by mutual agreement arrange for relief assignments on such other basis as may be suitable. Consent to such proposed arrangements shall not be unreasonably withheld in cases where otherwise employees would be required to work on assigned rest days or unreasonable travel time would be involved.

4.12 Regular relief assignments may on different days have different starting times, duties and work locations provided such starting times, duties and work locations are those of the employee or employees relieved.

4.13 Where work is required by the Company to be performed on a day which is not part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have 40 hours of work that week. In all other cases by the regular employee.

4.14 Hours of Work (applicable to Group IV)

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

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

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

0700 to 1500 hrs shift - between 1130 and 1300 hrs

1500 to 2300 hrs shift - between 1800 and 1930 hrs

1600 to 2400 hrs shift - between 1800 and 1930 hrs

1700 to 0100 hrs shift - between 1900 and 2030 hrs

2300 to 0700 hrs shift - between 0300 and 0430 hrs

standard or daylight time, whichever is applicable.

(d) The Employer shall schedule meal periods in accordance with Article 4.14 (c), however, in the event that work obligations require a meal period to be established outside of the 90-minute period referred to in Article 4.14 (c) the Employer shall pay overtime for all hours worked from the end of the

schedule set out in Article 4.14 (c) until the end of the actual meal period. No meal period shall be scheduled in advance of the designated times set out in Article 4.14 (c)

- (e) The Employer shall provide 30 minutes notice in advance of any change in the scheduled meal period outside of the designated 90-minute meal periods set out in Article 4.14 (c).
- (f) The Employer may stagger the 20-minute meal periods of employees.
- (g) During the 20-minute meal period available to the bargaining unit, the members shall be permitted to leave the premises of the Employer provided that they return within the 20-minute meal period.
- (h) During those periods of the work day when no work is being performed by the bargaining unit, individual members of the bargaining unit may request for personal reasons permission to leave the premises of the Employer.
- (i) Employees who have completed 8 hours work may be required to work up to 2 hours overtime without a meal period.
- (j) In accordance with Article 4.14 (d), when employees work more than 2 hours of overtime beyond the end of their shift, those employees shall be entitled to a 20-minute meal period at the beginning of the third hour of overtime. In the event the 20-minute meal period does not start at the beginning of the third hour of overtime, all hours worked after the start of the time for the second meal period shall be added on to the end of the shift at the overtime rate. The extra time shall not be considered time worked for the purposes of Article 5.1.
- (k) The starting times for employees shall be as follows:

0700 hours  
1500 hours  
1600 hours  
1700 hours  
2300 hours

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

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

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

For spare and relief employees, where it has been concluded by the Company and the Union that a missed shift did occur, the shift will only be paid should the Company be unable to provide the employee with the missed work opportunity prior to the end of the applicable pay period. The employee will only be called out to make up the shift in seniority order. Should an employee refuse a shift after the missed shift, the missed shift will not be paid.

ARTICLE 5 OVERTIME AND CALLS

5.1 Subject to the provisions of Article 4.4, time worked by employees on regular assignments, continuous with, before or after the regularly assigned hours of duty shall be considered as overtime and shall be paid for at 15 minute intervals at one and one half (1 ½ ) times the hourly rate. Every effort will be made to avoid the necessity for overtime, however, when conditions necessitate, employees will perform authorized overtime work. However, when conditions necessitate, employees will perform overtime work as follows:

- a) When required as a result of operational requirements (for Group IV operational requirements is defined as any delay in arriving and/or departing vessel) and on an occasional basis, employees working on an eight hour schedule will provide up to but not more than a total of three (3) hours overtime daily, at the beginning of a regular shift, at the end of a regular shift or any combination of both, provided that the three (3) hours total is not exceeded. When a twenty-four (24) hours continuous shift pattern is not in place for a classification, the Employer will not require continuous overtime amounting to six hours, comprised of three (3) hours at both the end of the evening shift and at the beginning of the following day shift. In cases where the Employer requires three (3) hours at the end of the evening shift, for Group IV employees the Employer shall not require overtime at the beginning of the following day shift in excess of the one hour stated in letter of understanding Appendix 25.

b) For Group I employees working on an eighty (80) hour work week (split shift) schedule, the overtime arrangement shall be in accordance with the letter of understanding dated 30 August 2002 Appendix 29.

5.2 There shall be no overtime on overtime. Time worked in excess of 40 hours in a work week shall be paid for at one and one-half times the hourly rate, but overtime hours paid for under Article 5.1 shall not be utilized in computing the 40 hours per week. However, up to eight hours paid for on holidays or when changing shifts may be so utilized. In addition, time paid for as arbitraries or special allowances (e.g., attending Court, deadheading, travel time) shall be utilized in computing overtime when such payments apply during assigned working hours, or when such time is now included under existing articles in computations leading to overtime.

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

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

This paragraph applies only to Group IV Employees:

This Article shall not be used as a method to avoid the application of Article 5.1 by designating work as a call-out when the work is actually planned or scheduled. This Article is used for those exceptional circumstances when employees are required to return to the workplace to assist in urgent matters of the employer, which shall mean weather delays or mechanical delays which affect the sailing of a vessel. This Article shall not be utilized at any time during the period July 1st- August 31st of any year.

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

(a) As otherwise provided in Article 28.

(b) Where such work is performed by an employee due to moving from one assignment to another in the application of seniority or where mutually agreed.

- (c) Where such work is performed by an employee due to moving to or from an extra or laid-off list.
  - (d) Where rest days are being accumulated under Article 28.3.
- 5.5 No overtime shall be worked except by direction of proper authority, except in cases of emergency where advance authority is not obtainable. Overtime will not be allowed unless claim is made to the proper official of the Company within 48 hours from the time service is performed.
- 5.6 Employees will not be required to suspend work during regular hours to absorb overtime.
- 5.7 When unassigned qualified employees are not available at straight time rates, time worked in excess of the regularly assigned hours, due to changing shift, or moving to or from the unassigned list shall be paid at hourly rates, if due to application of seniority rules or where such changes in shifts are mutually arranged. The excess time worked may be banked at straight time rates.
- 5.8 (Applicable to Group IV employees)

The company shall distribute overtime opportunities as follows:

Overtime opportunities will be offered by seniority commencing the beginning of the first bulletin period in a calendar year with the most senior qualified employee being offered the first opportunity. If an opportunity is accepted or refused or the employee does not respond to a call then the employee will move to the bottom of the list for distribution of overtime opportunities and the employee will have further opportunities in accordance with this article when the employee's name is again at the top of the list.

#### ARTICLE 6 DISCIPLINE PROCEDURE

- 6.1 An employee, who has completed the probationary period, will not be disciplined or discharged without an investigation.
- 6.2 Investigations in connection with alleged irregularities will be held as quickly as possible. The employee may be held out of service for investigation (not exceeding three working days) and will be given at least one day's notice in writing of the investigation and of the charges. Holding an employee out of service for investigation is not to be used as a form of discipline. This shall not be construed to mean that a proper official of the Company, who may be on the ground when the



cause for investigation occurs, shall be prevented from making an immediate investigation. An accredited Union representative, selected by the employee, must be in attendance at the investigation. In the event the accredited Union representative selected by the employee is not available, another accredited representative selected by the employee will be substituted. When an employee requests a change to the date stated in the above notice of investigation that delay shall not be normally in excess of 7 days so as not to delay the process. Upon request, the employee being investigated shall be furnished with a copy of the statement taken, if it is made a matter of record at the investigation. The decision will be rendered within 28 calendar days from the date the statement is taken from the employee being investigated. An employee will not be held out of service pending the rendering of a decision, except in the case of a dismissible offence.

- 6.3 If the decision is considered unjust, an appeal may be made in writing within 28 calendar days in accordance with the Grievance Procedure. Such appeal shall set forth the grounds upon which it is made. The hearing on appeal shall be granted and a decision rendered in accordance with the time limits outlined in Step 2 of the Grievance Procedure. On request, the accredited representative of the Council shall be shown all evidence in the case.
- 6.4 Should an employee be exonerated that employee will be paid at the regular rate of pay for any time lost (one day for each 24 hours), less any amount earned in other employment. If away from home the employee will, on production of receipts, be reimbursed reasonable expenses for travelling to and from the investigation.
- 6.5 (a) When deemed appropriate by the Company, an employee who admits responsibility for an alleged irregularity may agree to waive the investigation procedure in Article 6.2 and progressive discipline up to a one (1) day suspension may be assessed by the Company without the need for such investigation.
- (b) In such circumstances an informal interview with the employee will be held to discuss the irregularity for which responsibility has been admitted. If so desired, the employee may have an accredited representative of the union present. A decision will be rendered within 21 calendar days of the interview.
- (c) No written record of the proceedings will be placed on the employee's file except for the discipline rendered and the employee's written concurrence

that the employee has agreed to admit responsibility and forego the investigation.

(d) The employee's admission of responsibility in accordance with this provision waives the employee's and Union's right to grieve any discipline rendered.

6.6 If the employee has maintained a record of good conduct for a two-year period (excluding absences of 30 consecutive days or more), records of discipline for minor infractions will be removed from the employee's file. If any additional discipline was rendered during this period, all records of discipline will remain on the employee's file until they complete the necessary two-year period of good conduct.

6.7 All time limit restrictions in Article 6 will be automatically suspended between the period of December 22 and January 5 inclusive each year, and will recommence as of January 6.

#### ARTICLE 7 GRIEVANCE PROCEDURE

7.1 Disputes in respect to the meaning, interpretation or alleged violations of the terms of this Agreement, or when an employee claims to have been unjustly dealt with in respect thereof, which are not possible to adjust in a satisfactory manner with the immediate supervisor, may be dealt with in the following manner:

STEP 1 The employee or accredited local representative will present the grievance in writing to the person designated by the company within 21 calendar days following the cause of the grievance, including a written statement of the grievance on the grievance form provided by the Council. Such Company representative will render a decision in writing within 21 calendar days following receipt of the written grievance.

STEP 2 If the grievance is not settled at Step 1, the accredited union representative may appeal the decision in writing, giving reasons for the appeal, to the person designated by the Company, within 28 calendar days following receipt of the decision rendered in Step 1. Such Company representative will render a decision in writing within 28 calendar days following receipt of the appeal.

Union policy grievances shall commence at Step 2 of the grievance procedure.

- 7.2 A grievance involving the discipline, suspension or discharge of an employee may be processed commencing at Step 2 of the Grievance Procedure within twenty eight (28) calendar days of the date the employee is notified of the discipline.
- 7.3 When a grievance is not progressed by the Union within the prescribed time limits, it shall be considered as dropped. When the person designated by the Company fails to render a decision within the prescribed time limits, the grievance may be progressed to the next step in the Grievance Procedure within the prescribed time limits based on the last date such a decision was due, except as otherwise provided in Article 7.4.
- 7.4 When a 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 person designated by 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.
- 7.5 The settlement of a dispute shall not under any circumstance involve retroactive pay beyond a period of 60 calendar days prior to the date that such grievance was initially submitted at the appropriate step of the Grievance Procedure.
- 7.6 The time limits as provided under this Article may be extended by mutual agreement.
- 7.7 All time limit restrictions in Article 7 will be automatically suspended between the period of December 22 and January 5 inclusive each year, and will recommence as of January 6.

#### ARTICLE 8 FINAL SETTLEMENT OF DISPUTES

- 8.1 If the grievance is not settled at Step 2 of the Grievance Procedure, it may be progressed to arbitration before a single arbitrator without stoppage of work by written notice to the person designated by the Company or the designated union representative within 28 calendar days following the receipt of the decision at Step 2 or the due date of such decision if not received. If not submitted within the time stipulated the grievance shall be considered settled on the basis of the last decision.
- 8.2 With the intention of having a simplified and accelerated system of Arbitration, an expedited Arbitration process may be used with mutual agreement by the parties. If such process is agreed to by the parties for the resolution of the grievance, it is

understood that both parties will meet within thirty (30) calendar days establish the guidelines for the expedited process.

- 8.3 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 that selection shall be final.
- 8.4 Disputes arising out of proposed changes in rates of pay, rules or working conditions, modifications in or additions to the scope of the Agreement, are specifically excluded from the jurisdiction of the arbitrator, and the arbitrator shall have no power to add to, or subtract from or modify any of the terms of the Agreement.
- 8.5 At the hearing before the arbitrator, argument may be given orally or in writing, and each party may call such witnesses as it deems necessary.
- 8.6 The arbitrator shall render the decision in writing to the parties concerned within 30 calendar days following the conclusion of the hearing. The arbitrator's decision shall be final and bind the Company, the Union, and the employee(s) concerned.
- 8.7 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.
- 8.8 Twenty-eight (28) calendar days following the receipt of the decision at Step 2 or the due date of such decision if not received, either party may request that the grievance proceed to mediation through the Federal Mediation Conciliation Services (FMCS) program. Should the parties agree to proceed to mediation, a joint request to FMCS shall be made. If a resolution is not reached in the mediation process, either party may progress the grievance to arbitration in accordance with Article 8.1 within twenty-eight (28) calendar days from the completion date of mediation.
- 8.9 All time limit restrictions in Article 8 will be automatically suspended between the period of December 22 and January 5 inclusive each year, and will recommence as of January 6.
- 8.10 The time limits as provided herein may be extended by mutual agreement.

## ARTICLE 9 GENERAL HOLIDAYS

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

New Year's Day  
Good Friday  
Easter Monday (Nova Scotia only)  
Victoria Day  
Discovery Day (Newfoundland only)  
Canada Day  
Labour Day  
Day of Truth and Reconciliation  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

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

- 9.3 In order to qualify for pay for any one of the holidays specified in Article 9.1, employees:

- (a)** Must be available for duty on such holiday if it occurs on one of the employees' work days excluding vacation days except that this does not apply in respect of employees who are laid off or suffering from a bona fide injury, or who are hospitalized on the holiday, or who are in receipt of, or who subsequently qualify for, weekly sickness benefits because of illness on such holiday; regularly assigned employees who are required to work on general holidays shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service, in which case the employees will be notified not later than the completion of the shift or tour of duty immediately preceding the holiday that such services will be required;
- (b)** 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 **(b)** does not apply to employees who are required to work on the holiday.

NOTE: Provided that employees are available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employees qualify for weekly sickness benefits and authorized maternity leave will be included in determining the twelve shifts or tours of duty referred to in this Clause **(b)**.

9.4 Qualified employees whose vacation periods coincide with any of the general holidays specified in Article 9.1 shall receive an extra day's vacation with the pay to which they are entitled for that general holiday.

9.5 (a) Assigned employees qualified under Article 9.4 and who are not required to work on a general holiday shall be paid eight hours' pay at the straight-time rate of the regular assignment.

(b) Unassigned or spare employees qualified under Article 9.4 and who are not required to work on a general holiday shall be paid eight hours' pay at the straight-time rate applicable to the position in which such employees worked their last tour of duty prior to the general holiday.

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

9.6 Employees who are required to work on general holidays shall be paid, in addition to the pay provided in Article 9.6, at a rate equal to one and one-half times their regular rate of wages for the actual hours worked on that holiday with a minimum of 3 hours for which 3 hours' service may be required, but employees called for a specific purpose shall not be required to perform routine work to make up such minimum time.

9.7 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.

9.8 The daily rate of pay for weekly-rated employees shall be the weekly rate divided by five.

9.9 Applicable to Groups I and III:

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

- (a) to the senior qualified assigned employee within that department who is not required to work their assignment on the holiday and wishes to fill the vacancy or there being none than the;
  - (b) senior qualified employee assigned within another department who is not required to work their assigned position and who has made their intentions known in the appropriate manner that they wish to protect work in classification for which they are qualified on the holiday or there being none than the;
  - (c) the senior qualified available spare.
- 9.10
- a) Employees may elect to receive additional time off in lieu of pay for time worked on a general holiday.
  - b) Such time off shall be calculated as one and one half times the hours worked on that general holiday.
  - c) Such time off shall be taken as locally arranged and only when an employee can be released or a suitable replacement is available.
  - d) All accumulated "banked" time must be cleared prior to the end of the calendar year following the year which the time was "banked".
- 9.11 Employees who retire will have the option to be paid a lump sum for any unused general holiday bank time at the date of retirement.

ARTICLE 10      ANNUAL VACATIONS

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

VACATION ENTITLEMENT TABLE

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

(Must meet both years and days qualification)

10.2 Any vacation granted in accordance with Article 10.1 for which employees do not subsequently qualify will be deducted from their vacation entitlement in the next calendar year. If such employees leave the service for any reason prior to their next vacation, the adjustment will be made at time of leaving.

10.3 At the 30-day vacation entitlement level the Company will have the option of:

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

10.4 Vacation days shall be exclusive of assigned rest days and the legal holidays specified in Article 9.1.

10.5 Days worked on any position covered by a similar vacation agreement will be counted as service for vacation purposes under this Agreement.



- 10.6 A year's service is defined as 250 days of cumulative compensated service.
- 10.7 Provided employees render compensated service in any calendar year, time off duty account bona fide illness, injury, authorized pregnancy leave, to attend committee meetings, called to court as a witness, or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year, shall be included in the computation of service for vacation purposes.
- 10.8 Vacation pay will be the greater of the appropriate percentage of the employee's wages in the preceding calendar year as per Article 10.1 or the rate of the position filled during such vacation period.
- 10.9 Employees terminating employment for any reason at a time when an unused period of vacation with pay stands to their credit shall be allowed vacation calculated to the date of leaving the service, as provided for in Article 10.1 and, if not granted, will be allowed pay in lieu thereof.
- 10.10 Employees who are laid off shall be paid for any vacation due them at the beginning of the current calendar year and not previously taken, and, if not subsequently recalled to service during such year, shall, upon application, be allowed pay in lieu of any vacation due them at the beginning of the following calendar year.
- 10.11 Employees who leave the service of their own accord, or are dismissed for cause and not reinstated in their former seniority standing within two years of date of such dismissal, will, if subsequently returned to the service, be required to again qualify for vacation with pay as provided in Article 10.1.
- 10.12 Employees who have become entitled to a vacation with pay shall be granted such vacation within a twelve-month period immediately following the completion of the calendar year of employment in respect of which they became entitled to the vacation.
- 10.13 Employees who, due to sickness or injury, are unable to take or complete their annual vacations in that year shall, at their option, have the right to have such vacation carried to the following year.
- 10.14 Applications for annual vacation from employees, shall be filed prior to March 1st and in so far as it is practicable to do so, applicants will be allotted vacation during the summer season, in order of seniority of applicants, and unless otherwise authorized by the appropriate officer of the Company, the vacation period shall be continuous. Applicants will be advised by April of dates allotted them, and unless

otherwise mutually agreed employees must take their vacation at the time allotted. Employees who do not apply for vacation prior to March 1st, shall be required to take their vacation at a time to be prescribed by the Company unless otherwise mutually agreed.

- 10.15 Employees who exercise their seniority after vacation dates are allotted and transfer from the work unit to which assigned when vacation dates were allotted, will be required to take their vacation at a time as locally arranged.
- 10.16 Employees who, while on annual vacation, become ill or are injured, shall have the right to terminate (temporarily) their vacation and be placed on weekly indemnity. Employees who are again fit for duty shall immediately so inform the appropriate officer of the Company and will continue their vacation if within their scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the appropriate officer of the Company and the authorized local union representative.
- 10.17 Employees who are entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, that employee will be paid at a rate of time and one-half the regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which the employee is entitled will be granted at a mutually agreed upon later date. This Article 10.17 does not apply where rescheduling is a result of an employee exercising seniority to a position covered by another vacation schedule.
- 10.18 The appropriate officer of the Company and the recognized representative of the employees will, as far as practicable, make mutual arrangements to carry on the work while members of the staff are on vacation, with the object of avoiding additional expense to the Company, but if this is not practicable, employees engaged temporarily, or employees temporarily promoted from one position to another, to provide vacation relief, will, if definitely assigned to fulfill the duties and responsibilities of a higher-rated position, be paid the schedule rate applicable to such position. Employees engaged temporarily, or employees temporarily promoted to a Clerk's position to assist in keeping up the work, will be paid not less than the minimum schedule rate for a Clerk's position on the staff on which employed. In the application of this rule due regard will be given to apprentice or graded rates.

10.19 Employees who retire will have the option to be paid a lump sum for any unused vacation at the date of retirement.

**ARTICLE 11 BULLETINING AND FILLING POSITIONS**

11.1 Applicable to Groups I and III: .

- (a) Vacancies, newly-created positions or seasonal positions, which are 60 calendar days' duration or more, will be bulletined to the seniority group.
- (b) Vacancies, newly-created positions or seasonal positions, any of which are known to be more than fifteen working days and less than 60 calendar days will be bulletined only to employees at the location where the vacancy occurs. Vacancies unable to be filled locally under this process will be bulletined to the seniority group as per Article 11.1(a).
- (c) Vacancies, newly created positions or seasonal positions of fifteen working days or less, and vacancies in other positions pending occupancy by the successful applicant may be filled by a qualified senior employee at the terminal affected, who advises in the established manner prior to the starting time of the vacancy of their desire to fill the position, without the necessity of bulletin. An employee filling a temporary vacancy pending occupancy by the successful applicant will not be subject to displacement during the first 30 calendar days of occupancy. When it is known that a temporary vacancy will occur, employees desiring the position may be required, as locally arranged, to make their intentions known some time prior to the starting time of the vacancy. The employee, so assigned, will not be subject to displacement during such period, except by a senior qualified employee unable to hold work at the terminal affected.
- (d) Bulletins will be posted promptly for a period of at least seven calendar days electronically and in places accessible to all employees affected and a copy of each bulletin will be provided to the applicable local Council representative.
- (e) All bulletins will show classification and location of the position, general description of duties, necessary qualifications (where applicable), rate of pay, hours of assignment, assigned rest days, the approximate date of commencement for seasonal and temporary assignments and their approximate duration.

- (f) Employees, other than those referred to in Article 3.8, desiring such position will submit application in established manner showing seniority number, present classification and location, together with their qualifications. Applications must be filed to reach the designated officer by the closing date specified in the bulletin. As evidence that an application has been submitted each applicant must forward a copy of application to the local representative concerned.
- (g) When a vacancy, newly created position or a seasonal position is to be filled, it shall be awarded to the senior applicant who has the qualifications required to perform the work. Management will be the judge of qualifications subject to the right of appeal by the employee and/or the Council. In the case of bulletined vacancies or positions of less than 60 calendar days duration, preference will be given applicants from the location where the vacancy occurs.
- (h) Employees shall be permitted to assume positions to which appointed within 15 calendar days of the date of bulletin making the appointment and must assume such position within 30 calendar days of such appointment or on completion of their present, or subsequent, assignment to a temporary vacancy.
- (i) A regularly assigned employee assigned to a temporary vacancy or seasonal position may, upon completion of such assignment, displace a junior employee assigned to a temporary vacancy, except as provided for in Article 11.1(c), before returning to their regularly assigned position. Upon the completion of a temporary vacancy or seasonal position of any duration an employee who is not regularly assigned must exercise seniority in accordance with the provisions of Article 12.2.
- (j) An employee returning from vacation or leave of absence shall resume their former positions or within five calendar days of their return exercise their seniority to any position bulletined during the absence. When displacing on positions of less than 60 calendar days' duration, employees will only be permitted to displace at their terminal. Employees thereby displaced will return to their former assignments, or may exercise their seniority rights to any position awarded to a junior employee during the period between their appointment and subsequent displacement.

- (k) Employees, who are assigned to positions by bulletin, will receive a full explanation of the duties of the position and must demonstrate ability to perform the work within a reasonable probationary period up to 30 working days, the length of time dependent upon the character of the work. Any extension of time beyond 30 working days shall be locally arranged. Failing to demonstrate the ability to do the work the employees shall be returned to their former positions without loss of seniority and the employees so displaced will be returned to their former position or exercise seniority over any positions awarded to junior employees in the interim period. When employees who have been assigned to positions by bulletin fail to demonstrate ability to perform the work, the positions will be rebulletined.
- (l) When senior applicants are not awarded bulletined positions, they may appeal the appointments, in writing, beginning at Step 1 of the grievance procedure. After making an appeal, the employees may be required to demonstrate their qualifications for the positions.
- (m) Employees, removed from positions to which appointed, as a result of grievances filed by senior employees, may return to their former positions, or exercise seniority rights to any positions for which qualified, awarded to junior employees during the period between the appointment and subsequent removal and the employees so displaced will be allowed to exercise seniority.

#### 11.2 Applicable to Groups I & III

- (a) A position shall be declared vacant, and bulletined only at the location affected, when the regularly assigned starting time or spread of hours is changed by more than two hours, or assigned rest day or days are changed. Such position shall be awarded to the qualified senior employee at such location who makes written application therefore within seven (7) calendar days from the date the bulletin is posted. An employee, displaced as a result of the foregoing, must, within five (5) calendar days of being displaced, exercise seniority rights to another position for which qualified to fill at the location. Such an employee, after so exercising seniority, but before working on such position, may displace a junior employee filling a temporary vacancy.
- (b) In the event that there are unfilled vacancies for which there are no qualified applicants, the junior qualified employees at the terminal may be required

to fill such positions. In such cases, the Company will arrange the training of other employees for the positions so that the employees required to fill the positions may be returned to their regular assignments as soon as is practicable and will be able to resume their former positions after 30 calendar days. The Company shall inform the local representative under whose jurisdiction the employees come that this article has been invoked. Employees will be paid the hourly rate of pay for the classification they would have worked if not required to fill this position provided that the hourly rate is higher than the classification of the position they are required to fill. This clause will not apply to employees who are subject to commitment hours in accordance with Article 29.5 or any other applicable service agreement.

11.3 Applicable to Group IV only:

- (a) All positions which will be regularly assigned in each Class will be bulletined at least 3 times each year, at times that will meet the requirements of the service. In addition to the foregoing, new positions, re-established positions, permanent vacancies or temporary vacancies in excess of 30 working days shall be bulletined as necessary in places accessible to the employees for 5 days. Provided that the applicant has, in the opinion of the Company, sufficient ability to perform the work, appointments will be made in order of seniority on the seniority list for the group concerned. The bulletin procedure shall be as follows:
  - (i) The bulletin shall show the classification, rate of pay, hours of assignment, and rest days, and a copy shall be supplied to the Council.
  - (ii) Employees must apply for such positions within the 5-day period, forwarding their qualifications and experience to the officer designated.
  - (iii) If the position cannot be filled from its own seniority class, employees in other Classes will be considered in the order in which they appear on the seniority list for Class 11. Where, in the opinion of the Company, applicants' qualifications are equal, seniority will govern the selection.

- (iv) Employees who apply for and are assigned to bulletined positions will be given up to 5 working days in which to demonstrate qualifications. If unable in the opinion of the Company to perform the work competently and expeditiously within such period, the employees shall be returned to their former positions without loss of seniority.

For the period of each calendar year between July 1 -August 31 (Defined Period)

- (v) a) The Employer shall issue the bulletined positions for the Defined period which number of positions shall not be less than that of the previous year's Defined Period unless the Employer has fewer vessels or fewer sailings. In the event that the Employer shall bulletin fewer positions than the previous Defined Period, the Union may refer the matter to Arbitrator Ashley for hearing within 7 days of the posting. Unavailability of chosen Counsel shall not be grounds for delay in the hearing. The hearing may be by teleconference, in writing, or in person. The Arbitrator shall determine whether or not the reduction is as a result of the fewer vessels or fewer sailings or otherwise for reasons completely unrelated to the after mentioned 6 hour shift. The onus of proof in any Arbitration related to this matter shall be on the onus of the employer. If Arbitrator Ashley should find in favour of the Union, the Employer shall pay all the costs of the arbitration. Arbitrator Ashley has the authority to require the Employer to post the number of positions as in the previous year's Defined Period.
- b) Unassigned employees shall fill the bulletined positions of the regularly assigned employees as replacements are needed.
- c) Any extra work during the Defined Period (more than the number of bulletined positions required) shall be filled by unassigned employees as an 8-hour shift, with the exception of a maximum of 10 occurrences during the Defined Period where unassigned employees may work at least 6-hour shifts where there are 2 or more vessels alongside for at least some

part of the 6 hour shift. These unassigned employees working a minimum 6-hour shift may work outside of shift start times as defined in Article 4.14. In the event of mechanical failure or weather delays the employer may use unassigned employees on a 6 hour shift as necessitated by the mechanical or weather delay.

- (b) Temporary vacancies or positions in excess of 5 working days and less than 30 working days shall be filled without the necessity of bulletining by the senior qualified employee who makes written application therefore within the first 3 days from the date the vacancy occurs or the position is established. In the application of this Article regularly assigned employees will only be permitted to fill temporary vacancies when an increase in the rate of pay, change in hours of work or rest days is involved.

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

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



order to their regular assigned positions or to unassigned status as the case may be.

- (f) Seniority and qualifications being sufficient, the returned employees may, within 3 working days of their return, exercise seniority to any positions filled in accordance with Articles 11.3(a) and (b) during the absence and employees displaced as a consequence will return to their former positions or status, or may exercise their seniority to any position in their seniority group awarded under Articles 11.3(a) or (b) to junior employees during the period between their appointment and subsequent displacement.
- (g) Regularly assigned employees whose jobs are abolished or are affected by a layoff while on leave of absence will be permitted on return to exercise seniority rights in accordance with Article 11.3(h)(ii).
- (h) Reduction of Forces Affecting Regularly Assigned Employees
  - (i) In instances of staff reduction, 4 working days' advance notice will be given to regularly assigned employees whose positions are to be abolished, except in the event of a strike or work stoppage by employees of the company, in which case a shorter notice may be given. The appropriate representative will be supplied with a copy of any notice.
  - (ii) Employees whose regularly assigned positions are abolished or who are displaced may exercise seniority by displacing more junior employees in another Class provided they hold seniority in the Class in which they seek to displace and they can perform the work required.
  - (iii) Employees whose regularly assigned positions are abolished or who are displaced and who do not displace another regularly assigned employee within 48 hours shall be regarded as unassigned. Employees may elect to make themselves available for unassigned work during this 48-hour period.
  - (iv) Employees who had elected to displace more junior employees under Article 11.3(h)(ii) and who fail to commence work on the new positions as assigned, unless prevented from doing so due to causes beyond their control, shall forthwith be regarded as unassigned.

(i) Allotment of Work to Unassigned Employees

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

11.4 Applicable to Group III only:

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

ARTICLE 12 STAFF REDUCTION AND RECALL TO SERVICE  
Applicable to Groups I and III:

- 12.1 When reducing forces, as much advance notice as possible will be given to the employee(s) affected. Not less than four working days' advance written notice will be given when regularly assigned positions are to be abolished, except in the event of a strike or a work stoppage by employees of the Company, in which case a shorter notice may be given. A copy of such notice will be provided to the Union. Senior employees with sufficient ability to perform the work will be retained.

12.2 Employees whose positions are abolished, or who are displaced, may displace junior employees on their seniority territory on temporary or permanent assignments which they are qualified to fill or after exhausting their seniority rights at their home terminal, protect spare work at their terminal or at any terminal at which previously laid-off or displaced providing work is available at such point.

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

12.3 In the application of Article 12.2, employees must make their choice in writing within 10 days and if they fail to do so shall forfeit their seniority and their names shall be removed from the seniority list. A regularly assigned employee displaced from a permanent position while occupying a temporary assignment shall only be required to exercise seniority on completion of the temporary or subsequent temporary assignments. An employee will not be permitted to withdraw a displacement notice made under this Article 12.3 after it has been accepted by the Company. If a displacement notice is rejected by the Company the employee will be permitted to present another displacement notice.

12.4 Employees who elect to displace junior employees shall forfeit their seniority and their names shall be removed from the seniority list if they fail or refuse to commence work on the permanent assignment chosen within 30 calendar days of making the choice, or within 5 calendar days of making the choice to a temporary assignment. Employees completing or being displaced from temporary positions may displace junior employees on other temporary or permanent positions for which qualified.

12.5 Employees who are protecting spare work at the location at which they were displaced shall forfeit their seniority if they fail or refuse to apply for a bulletined position at such location or if on eight hours' notice they fail or refuse to report for duty when called unless prevented from doing so by reason of illness or other cause for which leave of absence has been or is granted. The foregoing provisions will also apply to employees hired on a temporary basis at the conclusion of such temporary vacancy or subsequent temporary vacancies.

12.6 Senior employees allowed to displace junior employees shall receive a full explanation of the duties of the position and must demonstrate the ability to perform the work within a reasonable probationary period up to thirty working

days, the length of time dependent upon the character of the work. Any extension of time beyond thirty working days shall be locally arranged. The provisions of Article 11.1 (1) may be applied in cases when an employee is not allowed to displace.

- 12.7 Employees who have exercised seniority in accordance with this Article and fail to show necessary qualifications for the position chosen will be required to vacate such position. They may again displace a junior employee for whose position it is considered they are qualified. Employees originally displaced, and other employees displaced as a direct consequence thereof, shall return to their former positions.
- 12.8 The time limits set forth in this Article will apply to an employee who is on leave of absence or vacation at the time of displacement, from the date the employee reports for duty.
- 12.9 Employees who fail to comply with Articles 12.4 or 12.5 because of illness, or other cause for which leave of absence has been granted, shall not lose their seniority.
- 12.10 Laid-off employees must register their names, addresses and to a maximum of two telephone contact numbers in writing, at time of layoff with their immediate supervisor and their local representative, and indicate if they are prepared to accept work outside their terminal or outside their Income Security Eligibility Territory.
- 12.11 Laid-off employees shall, if qualified, be recalled to service in order of seniority when a vacancy in the seniority group remains unfilled after having been bulletined. Employees, recalled from layoff, shall be notified by telephone.

### ARTICLE 13      FREE TRANSPORTATION AND LEAVE OF ABSENCE

- 13.1 Employees elected as salaried representatives of the employees covered by this Agreement shall be granted leave of absence without pay while so engaged.
- 13.2 Employees shall be granted free transportation and leave of absence without pay to attend general meetings upon the request of the appropriate Council Representative.
- 13.3 Employees elected or appointed to serve on Committees for investigation, consideration and adjustment of grievances shall, upon request, be granted free transportation and necessary leave of absence without pay.
- 13.4 Employees shall be granted free transportation and leave of absence without pay to attend their meetings. Leave of absence will not exceed two days and will only

be granted when it will not interfere with the requirements of the traffic and the service, and provided the Company is not put to additional expense.

- 13.5 At the discretion of the Company, employees may be granted leave of absence without pay of up to three (3) months, permission to be obtained in writing. Leave of absence may be extended by application in writing to the proper officer in ample time to receive permission or return to duty at the expiration of such leave. Unless such extension of leave of absence is granted, or absolute proof is furnished of bona fide sickness preventing such return, employees failing to report for duty, on or before the expiration of their leave of absence, shall forfeit their seniority and their names shall be removed from the seniority list.
- 13.6 Leave of absence under this Article shall not be granted for the purpose of engaging in work outside the Company service, except in cases involving sickness or other exceptional circumstances, or when made the subject of mutual agreement between the proper officer of the company and the appropriate Council Representative.
- 13.7 The name of an employee on authorized leave of absence shall be continued on the seniority list.
- 13.8 Employees who have been granted an indefinite leave of absence for purposes other than illness must notify their supervisor of their intention to resume duty not less than ten (10) days prior to resuming duty. In the case of a leave of absence for illness not less than 24 hours' notice is required.
- 13.9 Leave of absence for educational purposes may be granted to employees in accordance with the Company's regulations. The appropriate Representative of the Council will be informed when such leaves are granted. Such employees who return to the service between school terms, or prior to terminating their educational course for which leave of absence has been granted, will not be permitted to exercise their seniority.

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

#### ARTICLE 14 DEDUCTION OF UNION DUES

- 14.1 The Company shall deduct on the payroll for the last pay period of each month from wages due and payable to each employee coming within the scope of this Collective Agreement an amount equivalent to the uniform monthly union dues of the

appropriate Union comprising the Council subject to the conditions and exceptions set forth hereunder. The pay period containing the 24th day of the calendar month will be designated as the last pay period of the month.

- 14.2 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Council and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the Agreement except to conform with a change in the amount of regular dues of the Council in accordance with its constitutional provisions. The provisions of this Article shall be applicable to the Council on receipt by the Company of notice in writing from the Council of the amount of regular monthly dues.
- 14.3 Membership in the Council shall be available to any employee eligible under the constitution of the Council on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local concerned. Membership shall not be denied for reasons of race, national origin, ethnic origin, colour, religion, sex, sexual orientation, marital status, family status, or disability.
- 14.4 Deductions shall commence on the payroll for the first pay period which contains the 24th day of the month.
- 14.5 If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 14.6 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.
- 14.7 The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the appropriate Union comprising the Council, as may be mutually agreed by the Company and the Council, not later than 40 calendar days following the pay period in which the deductions are made.
- 14.8 The Company shall not be responsible financially or otherwise, either to the Council, or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error

occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Council, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the Provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers of the council.

- 14.9 The question of what, if any, compensation shall be paid the Company by the Council in recognition of services performed under this Article shall be left in abeyance subject to reconsideration at the request of either party on 15 days' notice in writing.
- 14.10 In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to Article 14.1, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Council counsel fees are incurred these shall be borne by the Council. Save as aforesaid the Council shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.
- 14.11 Union dues deducted from employees pay will be reported on T-4 slips.

#### ARTICLE 15 ATTENDING COURT

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

#### ARTICLE 16 HEALTH AND WELFARE

- 16.1 The following group benefits shall apply to employees covered by this agreement:
  - a) Weekly Indemnity
  - b) Basic Life Insurance
  - c) Paid Maternity Leave

- d) Accidental Death and Dismemberment
- e) Extended & Supplementary Health Insurance
- f) Dental Care Insurance

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

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

ARTICLE 17 LIFE INSURANCE UPON RETIREMENT

17.1 An employee who retires from the service of the Company will, provided the employee is fifty-five years of age or over and has not less than ten years' cumulative compensated service, be entitled, upon retirement, to a \$10,000.00 term life insurance policy. The premium is to be paid by the Company.

ARTICLE 18 JURY DUTY

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

- (a) Employees must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (b) The number of working days for which jury duty pay will be paid as per current provincial/federal legislation.
- (c) No jury duty pay will be allowed for any day for which employees are entitled to vacation or general holiday pay. Employees who have been allotted vacation dates may terminate their vacation because they are called for jury



duty, and will take remaining vacation entitlement at a time prescribed by the Company.

- 18.2 Article 18.1 is intended to apply for both assigned and unassigned employees. An unassigned employee will be considered to lose time from their assignment when prevented from accepting call by reason of having to perform jury duty.

ARTICLE 19 BEREAVEMENT LEAVE

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

ARTICLE 20 INJURED ON DUTY

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

ARTICLE 21 INCOME SECURITY AGREEMENT

- 21.1 The provisions of the Marine Atlantic "Income Security Agreement" will apply to employees covered by this Agreement.
- 21.2 Applicable to employees hired subsequent to 1 January 1995.

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

- a) seasonal employees will be defined as those employees engaged or recalled to provide needed additional staff to perform the increased workload during the summer operating season, as described in item (b) below; and

- b) the seasonal working period is defined as 1 June to 30 September each year.

ARTICLE 22 BILINGUALISM

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

ARTICLE 23 HELD FOR INVESTIGATION OR COMPANY BUSINESS

- 23.1 Employees held for Company's investigations and no responsibility is attached to them in connection with the matter under investigation (i.e., not subject to discipline) or on Company business on the order of the proper officer will, if required to lose time by reason thereof, be paid for time lost. If no time is lost they

will be paid from the time required to report until actually released at one and one-half times the hourly rate, with a minimum of two hours. Necessary actual expenses will be allowed when supported by receipts.

ARTICLE 24      USE OF PRIVATE AUTOMOBILE

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

ARTICLE 25      GENERAL

- 25.1 The Company agrees that where bulletin boards are available it will be permissible for notices of interest to be posted subject to approval of the appropriate Company Officer.

- 25.2 Employees will be paid on a bi-weekly basis every other Thursday. Employees will be paid by a direct deposit system to the employee's designated bank account.

- 25.3 Applicable to Groups I and III:

(a) Employees transferred by direction of the Company to positions which necessitate a change of residence will receive free transportation for themselves, dependent members of their families and household goods, in accordance with the Company's regulations. Such employees will be compensated for time lost up to a maximum of two days, unless otherwise arranged.

(b) Employees exercising seniority rights to positions which necessitate a change of residence, will receive free transportation for themselves, dependent members of their families and household goods, in accordance with the company's regulations.

(c) (i) The daily rate of pay shall be the weekly rate divided by five.

(ii) Weekly and daily rates will be calculated to the nearest whole cent figure.

(iii) In any situation where an employee's regular assignment is other than on a five-day week basis, the formula specified in Article 25.3(c)(i) will be adjusted accordingly.

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

25.4 Applicable to Group III:

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

25.5 Applicable to Group IV:

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

**25.6 Before ROE's are processed, except in the case of employee illness/injury, employees shall be paid out all bank balances (general holiday bank, overtime bank).**

ARTICLE 26 SHIFT DIFFERENTIALS

26.1 Effective the first of the month following the date the notice of ratification is received by the company, the shift differential shall be increased as follows:

Employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of \$1.00 per hour.

Employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of \$1.10 cents per hour.

Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence of duty such as vacations.

26.2 Bilingual Premium

- (a) Employees who work a minimum of 800 hours in a 12 month period in a bilingual classification shall receive an additional premium of 75 cents per regular hour worked, to be calculated as of December 1<sup>st</sup> of each year.

ARTICLE 27 RELIEF WORK AND PRESERVATION OF RATES

Applicable to Groups I and III:

27.1 Employees temporarily assigned for one hour or more, cumulative, in any one day, to higher-rated positions shall receive the higher rate while occupying such positions, due regard being had to apprentice or graded rates. Employees temporarily assigned to lower-rated positions shall not have their rates reduced.

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

ARTICLE 28 REST DAYS

Applicable to Groups I and III:

(see Article 4.1 for Group IV)

- 28.1 Unless otherwise excepted herein, a work week of 40 hours consisting of five days of eight hours each is established with two consecutive rest days in each seven subject to the following modifications:
- (a) The work week may be staggered in accordance with the Company's operational requirements.

- (b) Days of service may, on 48 hours' notice, be reassigned when necessary.
- 28.2 The rest days shall be consecutive as far as is possible consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday and Sunday and then to Sunday and Monday. In any dispute as to the necessity of departing from the pattern of two consecutive rest days or for granting rest days other than Saturday and Sunday or Sunday and Monday, it shall be incumbent on the Company to show that such departure is necessary to meet operational requirements and that otherwise additional relief service or working an employee on an assigned rest day would be involved.
- 28.3 On positions where it is not reasonably practicable to provide regular relief each week, the rest day or days for which relief is not provided may be accumulated and granted at a later date in accordance with understandings to be worked out between the accredited representative of the employees and the proper officer of the Company.
- 28.4 In the event that a situation arises which makes it impracticable to assign consecutive rest days to all employees at a particular point the following procedure shall be followed:
- (a) All possible regular relief positions shall be established pursuant to Articles 4.10, 4.11 and 4.12.
  - (b) Possible use of rest days other than Saturday, Sunday or Monday, where these may be required under this Agreement, to be explored by the parties.
  - (c) Accumulation of rest days under Article 28.3 shall be considered.
  - (d) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
  - (e) If the foregoing does not solve the problem, then some of the relief or extra employees may be given non-consecutive rest days.
  - (f) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.

- (g) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief employees.

ARTICLE 29 TRAINING

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

29.2 Employees required by the Company to take training during their normal working hours will be paid their regular rates of pay while in training.

29.3 Employees required by the Company to take training outside their normal working hours will be compensated at their regular rate of pay while in training.

29.4 Where training facilities are provided by the Company on a voluntary basis, an employee taking advantage of such training will not be compensated.

29.5 (Applicable to Groups I and III)

- (a) An employee who has been provided training that was paid for by the Company shall be required to work the following minimum hours in the classification for which trained:

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

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

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

ARTICLE 30 SERVICE AWAY FROM HEADQUARTERS

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

ARTICLE 31 WAGE RATES FOR NEW JOBS

- 31.1 When a bona fide new job or position is to be established which cannot be properly placed in an existing classification by mutual agreement, the Company will establish a classification and rate on a temporary basis.
- 31.2 Written notification of the temporary rate and classification will be furnished to the appropriate USWA/ILA Council Representative.
- 31.3 The new rate and classification shall be considered temporary for a period of 60 calendar days following the date of notification to the Council. During this period (but not thereafter), the Council may request the company to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary classification and rate, except as otherwise mutually agreed. If no request has been made by the Council to negotiate the rate within the 60-calendar-day period, or if no grievance is filed within 60 calendar days from the date of notification to the



Council, or upon completion of negotiations, as the case may be, the temporary classification and rate shall become a part of the wage scale.

31.4 (Not applicable to Group IV)

If the Company and the Council are unable to agree on a classification, and rate for the new job, the disputed rate and/or classification may be treated as a grievance. The grievance may be taken up at Step 3 of the grievance procedure and if it is not resolved it may be referred to an arbitrator under Article 8.

31.5 It is specifically agreed that no arbitrator shall have the authority to alter or modify the existing classifications or wage rates but shall have the authority, subject to the provisions of this Agreement, to determine whether or **not** a new classification or wage rate has been set properly within the framework of the Company's established classification and rate setting procedure.

ARTICLE 32 ACCOMMODATING EMPLOYEES

32.1 The Company and Council mutually agree that employees who have become unable to perform their regular duties due to illness or injury shall be accommodated in accordance with the Canadian Human Rights Act.

ARTICLE 33 INTERPRETATIONS

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

ARTICLE 34 ITEMS OF CLOTHING

34.1 Employees that are required by the Company to wear uniforms shall be supplied with the following items of clothing:

- (a) Traffic Director and Checker - Initial issue of two pairs of pants, four shirts and one sweater and every year thereafter two pairs of pants, two shirts and one sweater. If requested, two pairs of shorts every year. One summer hat, one summer jacket, one winter coat, one toque and one set of raingear every two years. If requested, two pairs of insulated coveralls.

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

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

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

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

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

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

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

- 34.2 Marine Atlantic employees will purchase safety footwear at the outlet of their choice, and will pay the full cost of the footwear at the time of purchase. The footwear purchased must have leather uppers substantial to the workplace hazard with durable non-slip soles. Where appropriate, employees are required to wear footwear which complies with the Canada Standards Association (CSA) Standard.

Employees may then submit the proof of purchase (receipt) to their immediate supervisor who will send the receipt and the Request for Rebate to the timekeeper, and the rebate will be added to the employee's total timecard.

Effective the first of the month following the date the notice of ratification is received by the company, the rebate will be a maximum of \$300 per year towards the cost of the footwear including HST where applicable. Requests for Rebate must be submitted before the end of the last pay period in an employment term (e.g., before lay-off, retirement, etc.).

**ARTICLE 35      ABSENCE FROM WORK**  
**Applicable to Groups I, III & IV:**

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

NOTE: Employees shall be regarded as unavailable, for the purposes of this Article 35.1, when they cannot be contacted through the telephone number they have supplied for calling purposes.

**ARTICLE 36 DIVERSITY AND INCLUSION**

- 36.1 The parties agree to the principle of employment equity for Indigenous peoples, persons with disabilities, visible minorities, women, persons of any sexual orientation or gender identity, and such other groups as may be designated by legislation.
- 36.2 The parties agree to work together through Labour Management Committee Meetings and other processes to improve representation and inclusion of equity deserving groups in the workplace.**

**ARTICLE 37 LABOUR MANAGEMENT COMMUNICATIONS COMMITTEE**

- 37.1 The parties will maintain a Labour Management Communications Committee as a means to encourage and facilitate the flow of communication between the Company and the Council.
- 37.2 The parties agree that the Terms of Reference for this Committee will be maintained by the Labour Management Communications Committee and such guidelines shall be subject to amendment by mutual consent only.
- 37.3 Grievances shall not be dealt with at the Labour Management Communications Committee under this Article but shall be dealt with in accordance with Article 7 – Grievance Procedure and Article 8 – Final Settlement of Disputes.
- 37.4 The Labour Management Communications Committee will have no authority to amend or alter this Collective Agreement.

**ARTICLE 38 PRINTING OF AGREEMENT**

- 38.1 The Company will undertake the responsibility for posting an electronic version of this Agreement on the Company's intranet site. Printed copies will be provided upon request.

ARTICLE 39 DURATION OF AGREEMENT


39.1 This Agreement as amended shall remain in effect until 31 December 2025 and thereafter subject to four months' notice in writing from either party to the Agreement of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to 31 August 2025.

Signed at North Sydney, NS this 13 day of December 2023.

For Marine Atlantic Inc.:

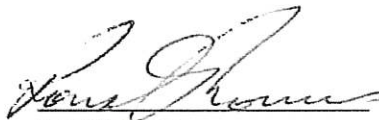


Murray Hupman  
President & CEO

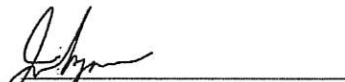


Patti Merrigan  
VP Human Resources

For USW/ILA Council of Trade Unions:



Ron Thomas  
USW National Representative



Jason Ingram  
President, ILA Local 1259

Appendices

Appendix 1 Classifications & Rates of Pay.

Non-Clerical – Hourly Rated Employees

Classification	31-Dec-22	01-Jan-23	01-Jan-23		01-Jan-24		01-Jan-25	
			3.00%	Weekly	2.00%	Weekly	2.00%	Weekly
Terminal Assistant	27.553	28.655	29.515	1180.591	30.105	1204.203	30.707	1228.287
Freight Handler/Stevedore	28.569	29.712	30.603	1224.125	31.215	1248.607	31.839	1273.579
Traffic Director	29.604	30.788	31.712	1268.472	32.346	1293.842	32.993	1319.718
Lift Operator (Class II)	28.657	29.803	30.697	1227.895	31.311	1252.453	31.938	1277.502
Chauffeur	28.735	29.884	30.781	1231.237	31.397	1255.862	32.024	1280.979
Checker	29.604	30.788	31.712	1268.472	32.346	1293.842	32.993	1319.718
Tractor Trailer Operator	29.720	30.909	31.836	1273.443	32.473	1298.911	33.122	1324.890
Asst. Foreperson	30.165	31.372	32.313	1292.510	32.959	1318.36	33.618	1344.727
Lift Operator (Class I)	31.063	32.306	33.275	1330.987	33.940	1357.607	34.619	1384.759

Clerical – Weekly Rated Employees

Level	Classification	31-Dec-22	01-Jan-23	01-Jan-23		01-Jan-24		01-Jan-25	
				3.00%	Weekly	2.00%	Weekly	2.00%	Weekly
B	Admin Assistant	29.569	30.752	31.674	1266.973	32.308	1292.312	32.954	1318.158
B	General Clerk	29.569	30.752	31.674	1266.973	32.308	1292.312	32.954	1318.158
B	Reservation Clerk	29.569	30.752	31.674	1266.973	32.308	1292.312	32.954	1318.158
B	Stores Attendant	29.569	30.752	31.674	1266.973	32.308	1292.312	32.954	1318.158
C	Ticket Clerk	30.302	31.514	32.460	1298.380	33.109	1324.348	33.771	1350.835
C	Maintenance Clerk	30.302	31.514	32.460	1298.380	33.109	1324.348	33.771	1350.835
C	Traffic Clerk	30.302	31.514	32.460	1298.380	33.109	1324.348	33.771	1350.835
C	Timekeeper	30.302	31.514	32.460	1298.380	33.109	1324.348	33.771	1350.835
C	Clerk, Reservations/Tours	30.302	31.514	32.460	1298.380	33.109	1324.348	33.771	1350.835
D	Administration Clerk	31.036	32.277	33.246	1329.831	33.911	1356.427	34.589	1383.556
D	Crew Clerk	31.036	32.277	33.246	1329.831	33.911	1356.427	34.589	1383.556
D	Accounting Clerk	31.036	32.277	33.246	1329.831	33.911	1356.427	34.589	1383.556
D	Payroll Clerk	31.036	32.277	33.246	1329.831	33.911	1356.427	34.589	1383.556
E	Sr. Admin. Clerk	31.769	33.040	34.031	1361.238	34.712	1388.463	35.406	1416.232
E	Sr. Crew Clerk	31.769	33.040	34.031	1361.238	34.712	1388.463	35.406	1416.232
F	Assistant Buyer	32.502	33.802	34.816	1392.646	35.512	1420.499	36.223	1448.909
G	Buyer	33.235	34.564	35.601	1424.053	36.313	1452.534	37.040	1481.585

Note:

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

Apprenticeship

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

Appendix 2 Loss of Wages, etc. due to severe snow conditions.

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

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

K1P 5G4

Dear Mr. Bujold:

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

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

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

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

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



Appendix 3 Work Normally Performed by Employers Covered by the Agreement.

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

24 August 1989

File: 8300-D

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

Dear Mr. Bujold:

In relation to concerns expressed by the Council about supervisors performing work normally done by employees covered by the Wage Agreement.

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

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

This matter will be brought to the attention of our operating officers.

Yours truly,

(original signed by)  
N. B. Price  
Director Human Resources

Appendix 4 Contracting Out of Work.

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

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

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

File: 8300-D

1 March 1991

Dear Mr. Bujold:

With reference to the Council's concern with respect to contracting out of work, it is agreed that work presently and normally performed by employees will not be contracted out except:

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

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

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

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

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

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

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

Yours truly,

(original signed by)

N. B. Price  
Director Personnel & Industrial Relations

Appendix 5 Loading/Discharge and Tiedown of Traffic – NFLD Vessels.

Applicable to Group I

5 April 1995  
File: 8300-D-9

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

Dear Mr. Bujold:

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

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

With respect to seniority Group I:

- 1) Notwithstanding the provisions of Article 4 of the collective agreement the Company will have the flexibility at the Port aux Basques terminal of assigning staff engaged in the loading/discharge and tiedown of traffic, including the classifications of Freight Handler/Stevedore, Traffic Director, Tractor Trailer operator and Leading Hand, and seasonal staff in other classifications within the seniority group, to split shifts. Such split shifts may entail various work cycle arrangements established in accordance with operational requirements, including, 8-hour, 10-hour or 12-hour work days, within a spread of 18 hours, with associated adjustment to rest days in each case to be equivalent to the standard of two rest days for every five 8-hour days worked.
- 2) It is understood that, where there is a deviation from the standard work week of five 8-hour days followed by two rest days, work cycle arrangements will be adopted in accordance with the operational requirements and may include arrangements for long and short days, the adoption of a work cycle consisting of seven 12-hour days work followed by 7 rest days, or such other work cycle arrangement as may suit the requirements of the service in keeping with the principle of item (1) above.

Note: Effective the first day of the month following notification of ratification is received by the Company, regularly assigned employees working a greater than (8) eight hour work day who are qualified under Article 9.4 and who are not required to work on a general holiday shall not suffer loss of regular wages and will be paid wages at the straight-time rate of pay of their regular assignment.

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

Yours truly,  
(original signed by)  
L.H. Wilson  
Director Industrial Relations

Attach.

I concur:

(original signed by)

---

D.J.Bujold  
Chairman  
TCU/ILA Council

Appendix 6 Memorandum of Agreement dated 26 February 2009 concerning the calling of unassigned employees.

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

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

Signed this 26th day of February, 2009

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Rhona Green  
VP Human Resources  
Unions

---

Tim Haggett  
Chair, USW/ILA Council of Trade  
Unions

Appendix 7 Employees unable to take vacation in current year due to illness, etc.

Applicable to Group IV

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

File: 8300-D

1 March 1991

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

Dear Mr. Bujold:

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

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

Yours truly,

(original signed by)

N. B. Price  
Director Personnel &  
Industrial Relations

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

Appendix 8 "Booking-back."

(Applicable to Group IV)

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

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

Dear Mr. MacDonald:

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

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

1. It is understood that an employee may elect to "bookback" (i.e., request that they be called for a later shift during the day). However, this request must be made before a call is made to the employee. An employee who is called for a particular shift and declines for any reason will be regarded as unavailable for the balance of the day. "Provided that there is no effect on the filling of positions on the day shift the number of bookbacks shall be limited to the number of employees off on the later shift". (Amendment in "bold" 25 May 2001)

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

Yours very truly,

(original signed by)

G.J. James

For: R.J. Tingley  
General Manager

Acknowledged:  
(original signed by)  
G.H. MacDonald  
Recording Secretary  
ILA - Local 1259

Addendum to paragraph 2  
25 May 2001  
Rhona E. Green  
Director of Human Resources

I Concur:

---

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



Appendix 9 Displaced employees reverting to unassigned list.

(Applicable to Group IV)

May 30, 1979

File: 8300-108

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

Dear Mr. MacDonald:

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

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

Yours truly,

(original signed by)

G. J. James

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

Acknowledged:

(original signed by)

G. H. MacDonald

Appendix 10 Employees required to work on general holidays.

Applicable to Group IV

24 August 1989  
File: 8300-D-89

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

Dear Mr. Bujold:

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

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

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

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

Yours truly,

(original signed by)

N. B. Price  
Director Human Resources

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

Appendix 11 Free and Reduced Rate Transportation.  
Applicable to Groups I, III and IV

31 March 1998

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

Dear Mr. Bujold:

Re: Free and Reduced Rate Transportation

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

This will confirm that Marine Atlantic will continue with the existing free and reduced rate transportation policy for the remainder of the term of the collective agreement. (1 January 2014 to 31 December 2016)

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

Yours truly,

(Original Signed by)

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

I concur:

(Original Signed by)

\_\_\_\_\_  
Don J. Bujold  
National President-TCU

Appendix 12 Privatization and Commercialization.  
Applicable to Groups I, III and IV

31 March 1998

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

Dear Mr. Bujold:

Re: Privatization and Commercialization

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

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

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

Yours truly,

(Original Signed By)

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

I concur:

Original Signed By)

\_\_\_\_\_  
Don J. Bujold  
National President-TCU

Appendix 13 Staff Reduction and Recall to Service.  
Applicable to Group I (Port aux Basques)

31 March 1998

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

Dear Mr. Bujold:

Re: Staff Reduction and Recall to Service

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

Please sign as indicated below indicating your concurrence.

Yours truly,

(Original Signed By)

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

I concur:

Original Signed By)

\_\_\_\_\_  
Don J. Bujold  
National President-TCU

Appendix 14 Extended Health Care Benefits for Employees.

21 September 1998

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

Dear Mr. Bujold:

Re: Extended Health Care Benefits for  
Employees on Sick Leave

This will confirm our discussions during recent contract negotiations relative to the issue of extended health care benefits for employees on leave of absence due to illness.

For the term of the agreement,(1 January 2017 to 31 December 2019) any employee who is absent from work due to illness for a period in excess of 6 months, may, commencing on the seventh month maintain their extended health care benefits at their own expense for a period of time ending on the earliest of the following dates:

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

Yours truly,

(Original Signed By)

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

I concur:

(Original Signed By)

---

Don J. Bujold  
National President – TCU

Appendix 15 Trainers

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

25 May 2001

Dear Mr. MacDonald:

Re: Trainers

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

The parties agreed that for company approved shoulder training the employee providing the training will receive in addition to their regular rate a \$0.35 cent per hour differential for all hours spent on approved shoulder training effective the first day of the month following ratification. Effective 1 January 2004 that rate shall be increased to \$0.40 cents per hour. Effective the first of the month following the date the notice of ratification is received by the company that rate shall be increased to \$1.00 per hour.

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

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

Yours truly,

Rhona E. Green  
Director of Human Resources

I concur

---

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

## Appendix 16 Recruitment and Selection – Assessment Process

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

During final assessment and evaluation, candidates receive a rate of \$14.88 per hour. The parties agreed that should a candidate be successful in obtaining employment with the Company, the final assessment period will be considered as time worked for the purposes of Article 3.1 and 3.2.

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

The final assessment rate of \$14.88 per hour shall be increased annually by the same percentage increases noted in Appendix 1 of this agreement.



## Appendix 17 New Employees in Full Time Education

25 February 2009

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

Dear Mr. Haggett:

Re: New Employees in Full Time Education:

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

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

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

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

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

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

The establishment of the supplemental seniority list will remain in accordance with the provisions of this letter, therefore a student's choice to accept or not accept work opportunities during their period of full time education will not affect their supplemental seniority status.

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

Yours truly,

Rhona E. Green  
VP Human Resources

Appendix 18 Selection Day

26 February 2009  
Tim Haggett, Chairman  
USW/ILA Council of Trade Unions

Dear Mr. Haggett:

Re: Selection Day

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

Yours truly,

Rhona E. Green  
VP Human Resources

I Concur:

---

Tim Haggett  
Chairman USW/ILA  
Council of Trade Unions

Appendix 19 ILA Start Times

4 June 2001

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

Dear Mr. MacDonald:

Re: ILA Start Times

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

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

Yours truly,

Rhona E. Green  
Director of Human Resources

I concur:

---

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

Appendix 20 Education Fund and Administration Fund

1 October 2023

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

RE: Education Fund

This will confirm the Company will provide funding to the National Union in each year of the three year agreement in the amount of four (4) cents for each straight time hour worked during the previous year by members of the bargaining unit. Such payment will be made on an annual basis, during the month following ratification for hours worked in **2022, and for hours worked in 2023 prior to 30 April 2024, and for hours worked in 2024 prior to 30 April 2025.**

RE: Administration Fund

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

Appendix 21 Pay-out of Bank Time to Top Up Pay

1 August 2007

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

Dear Mr. Lane:

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

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

Yours truly,

Rhona E. Green  
Vice President Human Resources

Appendix 22 Relocation of Traffic Directors

1 August 2007

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

Dear Mr. Lane:

RE: Group IV - Relocation of traffic directors

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

Yours truly,

Rhona E. Green  
Vice President Human Resources

## Appendix 23 Overtime

30 August 2002  
Port aux Basques, NL

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

Sir

Re: Overtime and Calls

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

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

- 5.1 Subject to the provisions of Article 4.4 time worked by employees on regular assignments, continuous with, before or after the regularly assigned hours of duty shall be considered as overtime and shall be paid for on the actual minute basis at one and one-half times the hourly rate. Every effort will be made to avoid the necessity for overtime, however, when conditions necessitate, employees will perform authorized overtime work as arranged locally in writing.
- Item 1 When overtime is anticipated to be less than 3 hours, Article 5.1 will apply.
- Item 2 When it is determined that overtime will be 3 hours or more, qualified spare & relief employees will be called for a minimum of 6 hours regular pay.
- Item 3 After all the spare & relief have been called and there are vacancies unfilled, the senior person in the classification required will be called for overtime subject to item 5.
- Item 4 If items 2 & 3 cannot fill all vacancies required, the senior qualified person in Group 1 will be called for overtime subject to item 5.
- Item 5 Employees will be permitted to work 18 hours consecutively provided they have booked six hours rest in a 24 hour period.

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

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

Yours truly

(original signed by)

---

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

I concur

(original signed by)

---

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



Appendix 24 Health and Welfare Improvements

1 August 2007

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

Dear Mr. Lane:

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

Weekly Indemnity Benefits - Increase effective first of the month following the *date of the arbitrator's decision\**, the weekly indemnity benefit from the present 41-week benefit to 52 weeks. For clarification the additional 11 weeks will be added to the "back end" of the benefit. This will apply to employees approved for weekly indemnity benefits on or after the first of the month following the *date of the arbitrator's decision\**.

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

Yours truly,

Rhona E. Green  
Vice President Human Resources

\* effective date 1 August 2007 (Arbitrator's decision dated 18 July 2007)

Appendix 25 Contract Negotiations

26 February 2009

Mr. Haggett  
Chair USW/ILA Council of Trade Unions

Dear Mr. Haggett:

Re: Contract Negotiations

This will confirm that Marine Atlantic Inc. will provide six members of the bargaining committee (four from the ILA and two from the USW) who are employed by Marine Atlantic with a work pass to travel on the Marine Atlantic ferries to attend pre bargaining and collective bargaining sessions. Travel will be subject to space availability at the time of the reservation.

The names of the bargaining committee shall be provided to the Human Resources Department. The Human Resources department will make the reservation for a vehicle, passenger and a cabin subject to request and confirmation of the pre bargaining or bargaining committee sessions.

Yours truly

Rhona Green  
Vice President of Human Resources

Appendix 26 Free and Reduced Transportation

27 February 2009

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

Dear Mr. Haggett:

Re: Free and Reduced Transportation

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

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

Yours Truly,

Rhona Green  
VP Human Resources

## Appendix 27 Refreshing and Retraining

### Facilitated Discussion Re: Refreshing and Retraining

#### Applicable to Groups I and III

Should a bulletin be posted for a vacancy of more than 15 calendar days, for a classification in which the successful applicant is qualified but requires refresher training and has worked in within the last five calendar years, the Company will provide that employee with the required paid refresher training prior to assuming the position. The length of the refresher training will be at managements' discretion.

**INCOME SECURITY AGREEMENT**

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## DEFINITIONS

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

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

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

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

### CUMULATIVE COMPENSATED SERVICE -

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

## ARTICLE 1 GENERAL

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

## ARTICLE 2 WEEKLY LAYOFF BENEFITS AND SEVERANCE PAYMENTS Benefit Accumulation - Layoff Payments

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

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

Gross weeks of layoff benefits



entitlement - 10 (yrs) x 5 (weeks)     50 weeks

Less weeks of layoff benefits  
paid under the provisions of  
previous Agreements and  
Article 2 of this Agreement             10 weeks

Net Layoff Benefit available             40 weeks

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

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

Yrs. of Cumulative Compensated Service	Maximum Period for Which Weekly Benefits are Payable For Each Period of Layoff
---	--

20 years or more but  
less than 24 years             3 years

24 years or more but  
less than 28 years             4 years

28 years or more             5 years

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

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

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

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

## Claims Procedure

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

(a) Employees with TWO or more years of continuous employment relationship and LESS THAN TWENTY YEARS' Cumulative Compensated Service:

(i) A weekly layoff benefit for each complete week of seven calendar days laid off following the seven-day waiting period referred to in Article 2.4 of an amount that, when added to unemployment insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week, will result in the employee receiving 80 per cent of his basic weekly rate at time of layoff.

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

(iii) Weekly layoff benefits provided for under Article 2.5 shall cease when an Eligible Employee has exhausted the benefit accumulation as specified in Article 2.1.

(b) Employees with TWENTY OR MORE YEARS of Cumulative Compensated Service:

(i) A weekly layoff benefit for each complete week of seven calendar days laid off following the seven-day waiting period referred to in Article 2.4 of an amount that, when

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

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

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

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

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

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

(b) Temporary recall for less than five working days

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

Example of Payment for Part Week on Recall

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

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

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

follows: I.S. Claim Week 1 -

Nil (waiting period)

I.S. Claim Week 2 -

(i) employee with less than 20 years of service

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

(ii) employee with 20 or more years of service

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

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

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

(80% x \$500) -

\$400(\$276  
unemployment  
insurance and \$124  
from I.S.)

Last I.S. Claim Week

(March 8 - March 14, 1985, inclusive)

For unemployment insurance purposes, employee works 2 days, (March 14 and

15 - both of which days fall in one unemployment insurance claim week) - earnings -

\$200.00

- Deduct unemployment insurance allowable earnings (25% of employee's unemployment insurance entitlement of \$276)	-	<u>\$ 69.00</u>
- Net earnings for unemployment insurance purposes	-	\$131.00
- Unemployment insurance entitlement during last I.S. Claim Week (\$276 - \$131)	-	\$145.00

In order to make up the 80% of his Basic Weekly Rate during the last Income Security Claim Week - i.e., \$400, the employee would receive:

- One days' wages for Thursday, March 14, the last day of the I.S. Claim Week	-	\$100.00
- Unemployment Insurance entitlement	-	\$145.00
From Income Security		<u>\$155.00</u>
Total		<u>\$400.00</u>

Benefit Accumulation - Severance Payment

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

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

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

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

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



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

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

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

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

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

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

ARTICLE 3 TRAINING OF EMPLOYEES

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

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

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

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

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

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

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

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

#### ARTICLE 4 RELOCATION EXPENSES

##### Eligibility

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

- 3.4 Should the employee be recalled from layoff before the scheduled completion of training, the employee will be allowed to complete the provided this will not result in additional moves being made.
- 4.2 In addition to fulfilling at least one of the conditions set forth above, the employee:
- (a) must have two year's cumulative compensated service; and
  - (b) must be a householder, i.e., one who owns or occupies unfurnished living accommodation. This requirement does not apply to Articles 4.5, 4.6, 4.7 and 4.10; and
  - (c) must establish that it is impractical for him to commute daily to the new location by means other than privately-owned automobile.

Relocation Benefits

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

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

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

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

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

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

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

#### Appraisal Procedure

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

- (c) Within 15 working days from date of receipt of employee's advice of his desire to make a claim, the Company officer shall

fair market value as contemplated by Article 4.8(a) of this Agreement.

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

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



(i) PARTICULARS OF HOUSE TO BE SOLD Name

of Owner .....

Address.....

No. Street City-Town

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

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

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

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

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

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

Size of Lot:.....

Fair Market Value: \$.....

Other Comments.....

.....

Date:.....

Signature:.....

ARTICLE 5 TECHNOLOGICAL, OPERATIONAL AND ORGANIZATIONAL CHANGES

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

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

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

Maintenance of Basic Rates

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

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

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

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

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

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

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

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

#### Example - Four-Week Guarantee

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

#### Early Retirement Allowance

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

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

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

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

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

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

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

#### ARTICLE 6 GOVERNMENT ASSISTANCE PROGRAMS

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

ARTICLE 7 SEASONAL EMPLOYEES

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

ARTICLE 8 CASUAL AND PART-TIME EMPLOYEES

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

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

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

ARTICLE 10 AMENDMENT

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

ARTICLE 11 COMMENCEMENT

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

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

ARTICLE 12 DURATION

- 12.1 This Agreement supersedes the Income Security Agreement signed 13 November 1998.
- 12.2 It shall remain in effect until revised in the manner and at the time provided for in respect of the revision of the Agreement which is current from time to time.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of June 2006 at Sydney, NS.

FOR MARINE ATLANTIC INC:

FOR THE EMPLOYEES:

\_\_\_\_\_  
Roger Flood  
President and CEO

\_\_\_\_\_  
Linda MacNeil  
National  
Representative CAW

\_\_\_\_\_  
Rhona Green  
Director of Human Resources

\_\_\_\_\_  
Richard Vezina  
President Canadian Marine  
Officers Union

\_\_\_\_\_  
Jim Lane,  
Chairman  
USW/ILA Council of  
Trade Unions

\_\_\_\_\_  
Bruce Carter  
Secretary Treasurer  
Canadian Merchant Services  
Guild



APPENDIX "A" ELIGIBILITY TERRITORIES

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

Shore Agreements

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

Vessel Agreements

4. Newfoundland Service