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# AGREEMENT

SOURCE	Union		
EFF.	2000	01	01
TERM.	2002	12	31
No. OF EMPLOYEES	70		
NOMBRE D'EMPLOYÉS	70		

Between:

**BAY FERRIES LIMITED**  
**SAINT JOHN/DIGBY SERVICE**  
 (hereinafter referred to as the "Company")

and

**THE NATIONAL AUTOMOBILE, AEROSPACE,  
 TRANSPORTATION AND GENERAL WORKERS  
 UNION OF CANADA**  
**DIGBY/SAINT JOHN SERVICE**  
**(CAW CANADA)**

(hereinafter referred to as the "Union")

for

**UNLICENSED PERSONNEL EMPLOYED IN THE  
 POSITIONS COVERED BY THIS AGREEMENT**  
 (Updated June 30, 2000)

*January 11 000  
 - December 31  
 2002*

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## **ARTICLE 1 - RECOGNITION**

- 1.01 The Company agrees to recognize the "Union" as the sole bargaining representative for the purpose of collective bargaining for employees in positions covered by this agreement as described in Article 2.

## **ARTICLE 2 - SENIORITY GROUPING**

- 2.01 For the purpose of promotion and seniority, employees shall be grouped **as** follows:
- (1) Deck group employees **as** one group, consisting of the following positions, General Purpose Bosuns and General Purpose Deckhands.
  - (2) Engine room employees **as** one group, General Purpose Oilers.
  - (3) Terminal employees **as** one group, Consisting of the following positions, Customer Service Supervisors, Maintenance personnel and Cashiers.
  - (4) Steward employees **as** one group, General Purpose Stewards.

## **ARTICLE 3 - SENIORITY STATUS AND LISTS**

- 3.01 (a) Seniority lists will be compiled and posted in respective seniority groups during the month of June each year. Such lists will show the names, established position dates, group seniority dates and Company seniority dates. Copies of seniority lists will be furnished to the union representative, the grievance chairmen of each vessel and the President of the local.
- (b) The seniority of any employee entering the Company service prior to May 1, 1997 will be effective from the date he or she was listed to be called to work.
- (c) In the event two or more employees start working on the same date, the employee who was determined to be called first will be the senior employee.
- (d) Any discrepancy in the seniority will be reported in writing to the Company and the security or representative of the local within sixty (60) days from the date of the posting. The list will be considered **as** correct if notice in writing is not given to the Company within a sixty (60) day period. Posted seniority lists cannot be altered after two consecutive years.

- 3.02 An employee with less than ninety (90) working days seniority will be considered **as** on probation, shall hold no rights under the promotion rules of this Agreement, and if found unsuitable, will not be retained. His/her seniority date shall be governed by conditions in 3.01 (b) and (c).
- 3.03 An employee who has been or is promoted to a certificate or official position with the Company, ~~from~~ a position covered by this Agreement, shall retain his seniority right and continue to accumulate seniority while so employed. Such person when released from the certificated or official position, except by dismissal, may within ten (10) days of such release, exercise his seniority rights to any position in his seniority group, which he is qualified to fill, and failing to do so will forfeit his seniority, in which event his name will be placed on the bottom of the seniority list. **An** employee displaced from his position **as** a result of this procedure shall have similar rights of exercising his seniority within his seniority group, displacing a junior employee, provided he has sufficient ability to perform the work and that he makes application in writing to do so within a period of ten **(10)** days.
- 3.04 (a) For the purpose of any recall, employees will be recalled to the Company service in order of established seniority positions, additional positions will next be filled, by laid-off employees in the respective seniority groups. The Company will make every effort to give forty-eight **(48)** hours notice for such re-call to work.
- (b) The name of the laid-off employee who does not report for work to his/her seniority group within five **(5)** days or does not furnish a satisfactory reason for not doing so, shall be placed at the bottom of the group seniority list. The Company will temporarily fill this position from the next person on the list.
- (c) Refusal to perform work outside an employee's respective group seniority will not constitute violation of this Article.
- (d) When work force is reduced, employees will be laid-off by group seniority in the reverse order they were recalled.
- (e) Any employee whose established position is abolished or who is displaced from his/her established position may displace s junior employee in any group for whose position they are qualified.
- (f) For the purpose of this Agreement, a temporary vacancy means **an** employee off work due to sick leave, compassionate leave or approved leave of absence, for seven or less days. Such positions will be filled from a temporary volunteer availability list (Call-In List). Failing sufficient numbers to fill this temporary vacancy, this position(s) will be filled by the group Seniority List.

- 3.05 Subject to appeal, promotion shall be by seniority with due regard to ability, certification, competence and conduct. Employee qualifications can only be judged by individual experience. The question of promotion must therefore be left the Company, which will have due regard to seniority. After ninety (90) days employment in the new position, the employee, if found to be satisfactory will be retained in the position. In the event the successful employee proves unsatisfactory in the position during the probationary period or if the employee is unable to perform the duties of the new job, he shall be returned to his former position.
- 3.06 For any security Watchkeeping duties, seniority and displacement as provided for in the Article shall not apply in the case of ships taken out of service on account of daily or seasonal lay-up and/or refit; under which conditions the Company may employ such employees as it may require for the care and reconditioning of its ship.
- 3.07 A person will be considered for all positions within their respective groups and promoted and demoted from their group seniority lists accordingly.
- 3.08 The Company call-in list will be used to fill a temporary position due to an employee off work due to sick leave, compassionate leave, or approved leave of absence for one shift or less. If this vacancy is to last over one work shift, the vacancy will be filled from the group seniority list providing there are any names on the group seniority list laid-off and people promoted accordingly.. (A work shift to be defines as seven (7) or less consecutive active duty days.) .
- 3.09 Employees laid-off from the group seniority list may request to have their names placed on the call-in lists and will be used to fill temporary positions by order of their Company seniority. If they receive employment in a different seniority group on a temporary basis, they will not have their previous group seniority effected.
- 3.10 A consideration will be given to anyone wishing to transfer to a seniority position from one seniority group to another seniority group, providing this request is made at least two (2) weeks before a position in the other seniority group becomes available and the person making the request has the necessary qualifications and Company seniority. Upon satisfactory completion of their ninety (90) day tour of duty they will be placed in the new seniority group. They will relinquish all group seniority from the group they left.

#### **ARTICLE 4 – BULLETINING AND FILLING POSITIONS**

- 4.01 When vacancies occur in the established list (38) employees are per appendix 1, or additional positions are created, they shall be bulletined to all concerned within

ten (10) days of the position becoming vacant or created. Copies of bulletins to be furnished to Union Representatives.

- 4.02** Employees desiring the bulletined position shall within ten (10) days from the date the bulletin is posted, forward their written application to the designated officer of the Company. The application will include bulletin number and specific posting being sought.
- 4.03** Appointments shall be made within ten (10) days after the expiry date of the bulletin by the officer who issued the original bulletin. In making the appointment consideration must be given to ability, qualifications and Company (Saint John/Digby Service) seniority. The name of the appointee will be posted for the information of all concerned. Pending the appointment of the successful applicant, the bulletined position may be filled temporarily.
- 4.04** In the event of vacancies or positions being bulletined during the period an employee is absent from the vessel through authorized leave of absence, annual vacation, assigned weekly leave days, lay-offs, or sickness, such employee on resuming duty, may within four (4) days, if qualified, exercise their seniority to the position bulletined during their absence. The employee to make known his claim in writing to the designated officer of the Company.
- 4.05** Anyone holding a bulletined position shall have seniority in the specific bulletin position over other group employees even though he/she may be a junior Company employee. However, anyone who does not hold a bulletined position will assume a position ahead of an established employee and the position in question is not the bulletined position.
- 4.06** Laid-off employees shall keep the Company and the Union Representative advised of their address and up-to-date telephone number where they can be readily located. A telephone call answered by employee to be considered notification for recall.
- 4.07** Seasonal employees who are employed on a supplementary basis during the season shall have no sick leave or group insurance rights. Seasonal employees shall have pension rights as they qualify under federal government regulations.
- 4.08** A bulletined position entitles a person to pension, weekly indemnity and group insurance coverage. And anyone appointed to a bulletined established position will have the option to remain in their established positions on crew changes if they wish to do so and the Company will have the option to place anyone in their bulletined established positions on crew changes if they wish to do so provided there is not loss in regular weekly wages to the employee. Employees who were designated to the established positions as per the 4.01 appendix will be considered as being in a bulletined position.

## ARTICLE 5 - BOARDING PASSES

- 5.01 The Company shall issue passes to the designated Union Representative for the purpose of contacting its members on the property and aboard vessels of the Company covered by this Agreement. Such Representatives of the Union shall be allowed on the property and aboard vessels at any time which, in the opinion of the responsible officers of the Company, will not interfere with the regular operating of the Company's business nor with the sailing, loading or unloading of the vessel and shall not interfere with the men at work.
- 5.02 Should any Union Representative fail to observe the above provision, **this** shall be grounds for revocation of boarding pass issued to **him** and the Union shall turn in any pass so revoked.

## ARTICLE 6 - FREE TRANSPORTATION AND LEAVE OF ABSENCE

- 6.01 Employees at the discretion of the Company shall be granted leave of absence not to exceed one month, without pay, permission to be obtained in writing, and unless employees so furloughed report for duty on or before the expiration of such furlough, their names shall be dropped from the Seniority List, and if they return to work thereafter, such employees shall rank **as** new employees.
- 6.02 (a) Subject to Company approval and the following conditions unlicensed personnel may apply for Leave of Absence of up to one (1) year.
- (i) Company operational requirement for granting Leave of Absence will be subject to grievance procedure.
  - (ii) Unlicensed personnel may apply for and be granted Leave of Absence any time during the calendar year.
  - (iii) Unlicensed personnel on annual pay who have already received a portion thereof when Leave of Absence is granted for the one year period must remain on leave for the full year.
  - (iv) Unlicensed personnel applying for such leave will be granted leave for work **as** Marine Officers with other companies provided such work is for sea time towards higher certification and that a suitable replacement is available and acceptable to the Company.
- 6.03 Leave may be extended by application in writing to a designated officer of the Company in ample time to receive permission or return to duty at the expiration of such leave.
- 6.04 (a) The name of an employee on authorized leave of absence shall be continued on the Seniority List.

- (b) Any employee not on approved Leave of Absence and is recalled to work to a position his/her seniority warrants and subsequently refuses the assigned position, the employee will be severed from the Company and removed from the seniority list.
- 6.05 **An** employee, selected **as** Local Chairman of the employees shall be granted reasonable leaves of absence at the consideration of the Company without pay, to enable him to carry out duties related to the administration of this Agreement. However, it is agreed that Elected delegates or the Negotiating Committee will not have their pay reduced for lost time and that the Company will be fully reimbursed by the Union Local.
- 6.06 (a) All employees will be granted reasonable transportation free for themselves and dependent family members of their immediate household on services provided by the Company during their period of employment.
- (b) Provided CSO stated standard guidelines are followed, Bay Ferries employees on payroll at the time, will be granted a maximum of two free transportations in each calendar year for themselves and their immediate household dependent family members on services provided by Bay/Northumberland Ferries Limited.
- (c) Any employee with five years continuous service and retires prior to age 65 years of age, will continue to have pass privileges until age 65.
- (d) Any employee on regular shift during any part of the operating season and goes to normal lay-off will be provided free transportation until November 11.
- (e) Employees receiving free transportation cannot displace revenue producing customers.
- 6.07 In each case, every reasonable effort shall be made by the employee to inform **the** Company at least two hours prior to his scheduled working time.
- 6.08 The Company agrees to grant bereavement leave with pay on the following basis.
- (a) On the death of the employee's spouse, or children seven (7) days from the date of the death.
- (b) On the death of the employee's father, mother, brother, sister, mother-in-law, father-in-law, son-in-law and daughter-in-law, a maximum of four **(4)** days **from** the date of the death.



- (c) On the death of an employee's grandparents, three (3) days from the date of the death.
  - (d) On the death of an employee's brother/sisters-in-law, day of the funeral.
  - (e) Seasonal employees on regular assigned shifts will be entitled to bereavement leave.
- 6.09** Written application for leave of absence, other than sick leave and compassionate leave shall be given in advance to the Company (two copies) and the **Union** Representative by the applicant.
- 6.10** Upon request, the Company shall grant to the pregnant employee, leave of absence up to a minimum of 20 weeks, before, during and **after** confinement. Such leave of absence is without pay or sick leave pay but without loss of seniority. The Company retains the right to require an employee to commence maternity leave if the state of her health becomes incompatible with the requirement on the job.
- 6.11** If any employee is found to have abused Sick Leave, he/she shall be subject to suspension and/or dismissal.
- 6.12** Unlicensed personnel required to travel from N.B. to N.S. or N.S. to N.B. for refit, joining the vessel prior to the opening of the operating season **will** be given a one time annual payment of \$60.00. However, any employee who is required to travel around for training prior to commencing refit employment would be entitled to a separate \$60.00.
- 6.13** Unlicensed employees who have to travel to and from dry-dock because of a Company initiated crew change will be provided with transportation **through** arrangements made by the Company.

## **ARTICLE 7 – DISPUTES AND APPEALS**

- 7.01** Notwithstanding anything contained in this Agreement, the Company may at any time suspend without pay, dismiss or demote any employee and shall forthwith upon such suspension, dismissal or demotion, give to the employee so suspended, dismissed or demoted, a notice in writing stating the cause of such suspension, dismissal or demotion.

When a dispute arises concerning the application, interpretation, administration, or alleged Violation of the provision of this agreement, it shall be dealt with **by** the following grievance procedure:

**An** employee and/or his delegate shall within 12 business days present a written grievance to his/her Master. Should the griever be a shore based employee, the

grievance will be presented to the Company officer designated by his/her supervisors. Grievances shall be dated and signed by the griever or delegate the prescribed union form. The disputed clause of the Agreement shall be clearly designated and the griever must indicate redress expected. In any event, after presentation of the grievance the Master or designated supervisor for shore based personnel will have 9 business days to reply to the said griever.

Failing to resolve differences at this level, the grievor/delegate may, within 12 business days request the General Manager to meet with the employee/delegate at a mutually agreed place and time to further consider the alleged differences. Within ten days of this hearing, the General Manager will advise the griever/delegate of his decision. The Union shall have ten days to appeal the decisions reached by the General Manager. Non-observance of the time limit stated in this clause will be considered **as an** intention to abandon the grievance.

If no satisfactory resolution of the differences have been obtained by procedures set out in **this** article, the Union may request a further hearing by an arbitration Committee **as** set out hereunder. The Arbitration Committee shall be made up of three members. One union appointee, one Company appointee and a third member, acceptable to both parties, who shall be the chairperson. Should the union and Minister of Labour shall be requested to appoint a Chairperson. A majority decision of this Arbitration Committee is final and binding on both parties to the Agreement.

Subject to **mutual** agreement by both parties a sole arbitrator may be appointed.

- 7.02** Should an employee be exonerated, he shall be paid at schedule rates for time lost, if any, (one day for each twenty-four hours) less any amount earned in other employment, and if away from home shall, on production of receipts, be reimbursed reasonable expenses for traveling to and from the investigation.
- 7.03** The settlement of a dispute shall not under **any** circumstances involve retroactive pay beyond a period of **thirty** (30) days prior to the date that such grievance **was** submitted in writing by the employee or **his** representative.
- 7.04** Each member of the Arbitration Committee shall be paid his/her remuneration expenses by the party appointing him. The remuneration and expenses of the Chairman of the Arbitration committee shall be shared equal between the parties to the reference of such Committee.

## **ARTICLE 8 – UNIFORMS**

- 8.01** The wearing of uniforms in all categories or classifications is mandatory and dress regulations will be strictly enforced. Employees reporting to duty without uniforms shall be subject to demerit points or option of purchasing own uniforms

immediately through payroll deduction. The Company will supply clothing issue within thirty (30) days upon receipt of the order.

- (a) Established - General Purpose Bosuns, Deckhands and Stewards.
  - 1 stormjacket or floater every 3 years.
  - 2 pairs of pants every year.
  - 1 cap every 3 years.
  - 2 coveralls every year - lightweight or heavier weight.
  - 1 set wet gear (minimum of every 4 years and provided old set is turned in prior to renewal.)
  - 1 pair insulated coveralls every year every 3 years
  
- (b) Established - General Purpose Oilers and Maintenance.
  - 2 coveralls every year - lightweight or heavier weight.
  - 1 stormjacket or floater every 3 years
  - 2 pair pants every year
  - 1 pair insulated coveralls every 3 years
  - 1 set wet gear (minimum of every 4 years and provided old set is turned in prior to renewal)
  
- (c) Established - Stewards and Toll booth.
  - 2 pair of blue slacks every year.
  - 1 v-neck sweater (crested).
  - 5 white shirts (year one - 3 thereafter).
  
- (d) Seasonal General Purpose Bosuns, Deckhands and Oilers.
  - 1 pair of lightweight coveralls each year.
  
- (e) Seasonal Stewards and Toll **Booth.**
  - 1 shirt crested (every 2 years).
  - 1 blue slacks every 2 years.
  
- (f) The Company will provide CSA approved protective footwear to employees every 24 months of employment **as** per government directives.

Note: Uniforms to be replaced if proven to be unwearable due to damage.

## **ARTICLE 9 – HOURS OF WORK AND OVERTIME**

### **9.01**

- (a) The work week will be based on the principle of 40 hours and **an** averaging period shall apply over a two-week period from the first Sunday to the last Saturday for **the** consideration of regular and overtime hourly rates of pay.

(b) Work schedules start and finish times will not be varied after the start of a work week unless by **mutual** agreement. These times will include a paid 30-minutes meal period.

(c) Working schedules are to be set out and consistent with the sailing schedule requirements and safe manning regulations.

9.02 The bi-weekly periods for the consideration of overtime and regular rates of pay will continuous with the bi-weekly pay periods that have been in effect since April 1, 1997, and overtime and regular rate of pay entitlement is **further** defined **as** follows.

(a) In any bi-weekly period **as** defined by the dates under 9.02, any hours worked in excess of 80 hours except for hours worked **as** call-in status, will be paid out at the overtime rate which is one and one-half (1 1/2) times the regular rate of pay.

(b) In any bi-weekly period **as** defined by the dates under 9.02, any employee who works 80 hours or less will be paid for the hours worked at the regular rate of pay.

(c) Any hours worked under call-in status will be paid out at the regular rate of pay.

9.03 Subject to a two (2) week hold back, pay day will be every second Friday except if Friday is a Statutory Holiday, pay day will be Thursday. Payment will be made by a direct deposit to a bank of the employees choice.

9.04 Employees detained on a vessel due to weather or vessel breakdown will receive an extra 6 hours or pro-rate regular pay for every extra 12 hour **shift**. The "on-coming" or relieving crew will be required to work 7 days continuous. Hereafter, upon being relieved, the crew change will take place at the normal changing times.

9.05 Overtime shall be paid on the next succeeding payroll after the averaging period, or in any event, not later than the next regular payday. Subject to two weeks prior notice and provided a replacement is available, employees may take time off in lieu of paid overtime to a maximum of two weeks annually.

9.06 A maximum allotment of six (6) working hours will be provided for crew travelling **to** join or leaving a vessel during dry-dock or refit.

## **ARTICLE 10 – WAGE RATES**

10.01 The Company agrees to pay and the union agrees to accept **the** wage rates defined and specified for he classification listed in appendix 2 of **this** agreement.

- 10.02 Unlicensed personnel will be paid on a bi-weekly basis, at the rate of the classification(s) in which they were employed.
- 10.03 **An** employee who is employed in more than one classification during the pay period and is entitled to overtime will be paid for the total overtime hours at overtime rate for hours worked in each position on a pro rata basis.
- 10.04 Employees when in dry-dock/refit will be provided adequate food provisions or prepared meals.
- 10.05 Upon being notified by the employee, the Company agrees that any error in pay in the amount of **\$40.00** or more will be corrected within five (**5**) days of receipt of such notification.
- 10.06 Employees when required to clean tanks, separators, boilers, ports, bilges and open sewage systems, shall be paid a bonus of two dollars (\$2.00) per hour extra **as** "dirty money" and shall be supplied with heat while performing such duties and shall be supplied with heavy suction while painting unventilated placed.
- 10.07 If during a crew change an employee is recalled to work and is subsequently not required, such employee will be paid a minimum of four (**4**) hours at the straight time rate.
- 10.08 The Company agrees to the **sum** of \$3,200.00 towards paid Educational Leave and Social Justice fund total **sum** for Locals (**4404**) annually.
- 10.09 Seasonal GP/Stewards who are recalled to work on a temporary basis to replace established GP/Stewards will be paid the established GP/Steward rate of pay.

**ARTICLE 11 – STATUTORY HOLIDAYS**

- 11.01 Work on Statutory Holidays and Sundays shall be confined to only navigational duties of the ship, routine work and in loading and unloading of **traffic**.
- 11.02 The following days shall be considered Statutory Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Armistice Day
Dominion Day	<b>Christmas</b> Day
Heritage Day (when proclaimed)	Boxing Day

The day observed by the **Dominion** Government shall be considered **as** the Statutory Holiday.

- 11.03** Employees required to work on the above mentioned holidays shall be paid, in addition to his/her regular rate of wages for that day, at a rate equal to one and one-half times his/her regular rate of wages for the time worked.
- 11.04** When the rest day of an employee falls on one of the specified holidays mentioned in Article **11.02**, the employee concerned shall be paid an extra 8 hours pay in addition to his/her regular salary as per the employee's classification.
- 11.05** Employees on sick leave, bereavement leave, leave of absence or disciplinary suspension will not be entitled to this Statutory Holiday pay benefit.
- 11.06** In lieu of Statutory Holiday pay, the employee shall have the option of banking Statutory Holiday hours.

## **ARTICLE 12 - VACATION PAY AND VACATIONS**

- 12.01** Vacation pay will be included at the applicable percentage with each pay.
- 12.02** Employees covered by this agreement shall receive vacation pay on the following basis.
- one to sixty (60) months of employment – four percent **(4%)**  
sixty-one **(61)** to one hundred twenty **(120)** months of employment - six percent **(6%)**  
Over one hundred and twenty **(120)** months of employment - eight percent **(8%)**
- 12.03** For Vacation Pay purpose one (1) year will constitute a maximum of **260** days accumulated employed service. (Accumulated service for the purpose of this Article means total time on the Company payroll inclusive of duty time and lay off time.)
- 12.04** Upon ratification of this agreement, Vacation Pay Applicable Percentage Entitlement will be banked during each pay period. Employees will be required to take their vacation entitlement during the following year subject to seniority, available replacement and 30 days notice.

## **ARTICLE 13 - ATTENDING COURT**

- 13.01** In cases in which the Company is involved and employees lose time by reason of being required to attend court, or Coroner's Inquest, or to appear as witnesses, such employees will be paid for time lost. Necessary actual expenses while away from his/her position will be allowed upon production of receipts. Any fee or mileage accruing shall be assigned to the Company.

13.02 Any employee who is summoned for Jury Duty or a Coroner's Inquest and is required to lose time from work as a result thereof, will not lose any regular wages, but will be required to remit to the Company the amount allowed for such Jury Duty or Coroner's Inquest.

#### **ARTICLE 14 – HELD FOR INVESTIGATION OR COMPANY BUSINESS**

14.01 Employees held for Company's investigation or Department of Transport investigations and where no responsibility is attached to them in connection with the matter under investigation (i.e. not subject to discipline), or on Company's Business, or instructions of the Company's designated Officer will, if required, to lose time by reason thereof, be paid for time lost. Necessary actual expenses while away from his position will be allowed upon production of receipts.

#### **ARTICLE 15 – EMERGENCY DUTIES**

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

#### **ARTICLE 16 – COMPANY SAFETY REGULATIONS**

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

16.02 The Company shall provide the Health & Safety Officers appointed by the Union with copies of all Health & Safety Committee meetings from each ship within 24 hours.

16.03 Any health and safety concerns forwarded by the Health & Safety Committee will be investigated within 72 hours by the Company.

16.04 The Local's Health & Safety Officer will be given an open invitation to attend shipboard safety meetings and if the meeting date on either vessel is on a date to which the Health & Safety Officer attends and is required to miss scheduled work time, the Health & Safety Officer's wages will not be deducted for the necessary time lost.

16.05 The National Automobile, Aerospace, Transportation and General Workers of Canada (CAW) and Bay Ferries Limited agrees to the formation of a Safety

committee composition of such Committee will be consistent with the requirements set out in the Canada labour Code Part IVG and Transport Canada (Marine Safety Directorate).

- 16.06** The Company shall comply with regulations on noise control and hearing conservation and shall supply on all individual basis where required a hearing protection Device. The effectiveness of the hearing protection shall be reviewed by the Health and Safety Committees on each respective vessel.

## **ARTICLE 17 – AUTHORITY OF THE MASTER**

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

## **ARTICLE 18 – DRILLS**

- 18.01** No overtime whatsoever will be payable for the carrying out of fire drills or lifeboat drills and the Company agrees to carry them out **as far as possible** during normal working hours.

## **ARTICLE 19 – STOPPAGE OF WORK**

- 19.01** There shall be no strike, lock-outs or stoppage of work while the provisions of this Agreement are in effect.
- (a) Refusal by employees covered under this Agreement to cross a picket line which they have established to be legal and which has been formed by locals belonging to (Digby/Saint John) shall not constitute a violation of this article.
  - (b) Such employees who refuse to cross a picket line agree to take the ships to **a safe** and secure berth.

## **ARTICLE 20 – GENERAL**

- 20.01** Proper, clean, *dry* and ventilated sleeping quarters shall be provided **as far as** is reasonably and economically possible.



- 20.02 The Company shall furnish each employee while onboard ship with towels, linen and soap each week.
- 20.03 Officers shall assign employees on duty to clean crews quarters, mess rooms, showers and toilets daily.
- 20.04 In the event if food is served onboard the crew shall be served the same quality food **as** the officer.
- 20.05 Any member of the Unlicensed personnel who suffers loss of clothing and/or personal effects through marine disaster or shipwreck, shall be compensated by payment of an amount up to \$500.00.
- 20.06 It will be permissible for notices of interest to employees to be posted on a Notice Board on Vessels.
- 20.07 **the** Company **as far as** is practicable and economical, Will employ their employees for work during lay-ups and refit.
- 20.08** The Trusted Pension Plan which came into force January **1, 1981** to remain in effect during the duration of this Agreement and thereafter. The contribution will be **5.25%** employer – **5.25%** employee of regular and statutory holiday earnings.
- 20.09 Employees covered by this agreement who are paid on a full calendar basis and who obtain a 4th Engineer or better certificate or a **2nd** or better Deck Officer Certificate and return to the employment of the Company, may be paid the sum of \$250.00 to assist in any expenses incurred by such employees in obtaining such certificates.
- 20.10 (a) Established employees shall be paid Severance Pay in accordance with the Canada Labour Code. Period of employment shall be considered **as** continuous for the Calculation of Severance Pay.
- (b) Seasonal employment shall be considered **as** accumulated time worked for the calculation of Severance Pay.
- 20.11 Engineers or Deck Officers who are promoted from the Unlicensed group for the summer season on reverting back to their permanent position will remain on the Engineer's rates for a period of (3) three weeks or the pro-rated.
- 20.12 Upon request, employees may be given reasonable opportunities to learn work of equal or higher positions during their lay-off time. Time spent training will be considered in promotion to positions covered by this agreement.

- 20.13 (a) Unlicensed personnel directed by the Company to undertake training related to his/her job, any costs incurred shall be borne by the Company.
- (b) The Company agrees to pursue with the union all avenues so as to have training (voluntary and compulsory) provided by both Federal and Provincial governments. However if it becomes necessary that additional funding is required and it cannot be obtained from levels of government, the Company and union agree to met within 60 days so as to negotiate a funding formula. To the best extent possible, training will be taken during the period that the service is not operating.
- (c) Employees will be reimbursed for Coast Guard fees in obtaining a bridge watch or engine room rating certificate.

20.14 The Company will maintain the present Group Insurance Plan in effect during the term of this Agreement. The following benefit program will apply.

1. Life insurance **\$75,000**.
2. A.D. & D. - **as** above.
3. Medical - **as** per plan booklet. Effective May 1, 2000 a **\$3.00** deductible will be required under the Prescription Drug Plan for each prescription.
4. Weekly Indemnity - to start after three (3) days and up to twenty-six (26) weeks - see plan booklet.
5. Provision for Long Term Disability (LTD) - will be paid by the employee.
6. Items 1 to 4 effective January 1, 2000 - payment of **90%** Company and **10%** Licensed personnel.
7. Eligible employees laid-off, on leave of absence or on strike will be responsible for their own payments.
8. Items 1-4 effective January 1, 2000.
  - A. Payment **90%** Company and **10%** Unlicensed capped **1999** level for year 2000
  - B. Payment **90%** Company and **10%** Unlicensed capped **1999** level for year **2001**
  - C. Payment **95%** Company - **5%** Unlicensed personnel year **2002**

Employees entitled to present coverage of any of the above benefits by a former employer will not be covered for those benefits.

20.15 Employees who have reached or those employees who attain their 65th birthday thereafter, will be required to accept mandatory retirement.

20.16 The Company to provide a portable washer and dryer when the vessels are away on dry-dock.

20.17 The Company agrees to print a reasonable number of copies of the Collective Agreement for distribution to Locals (4404).

- 20.18 The Company agrees during each year of this Agreement to pay a **sum** upon being invoiced from the Local of \$1,000 for "Lost Time for Union Business" (the **sum** is the total for both Locals **4404**).
- 20.19 The Company agrees to form a union/management committee to meet on a periodic basis with the contractor that is providing meals to the crew in order to review such meals.
- 20.20 Unlicensed Personnel **renewing** their 1st Aid or St. John's Ambulance certificates will be reimbursed for the cost of the renewals of these certificates.
- 20.21. The Company agrees to pay for Doctor's cost for Marine Medical certificate **as** required.
- 20.22 Employees submitting authorized expenses will be paid within **thirty (30)** days of submission.

#### **ARTICLE 21 – DEDUCTION OF DUES**

- 21.01 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 Agreement, **an** amount equivalent to the uniform monthly Union dues, subject to the conditions and exceptions set forth hereunder.
- 21.02 The amount to be deducted shall be equivalent to the **uniform** regular dues payment of the Union, covering the position in which the employee concerned is engaged and shall not include imitation fees or special assessments. The amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.
- 21.03 Membership in the Union shall be available to any employee eligible under the constitution of the **Union** on payment of the imitation or reinstatement fees uniformly required of all other such applicants by the Local concerned. Membership shall not be denied for reasons of race, national original, colour or religion.
- 21.04 Deductions shall commence on the payroll for the last pay period of the calendar month following completion of **thirty (30)** calendar days after date of first service in a position subject to this agreement.
- 21.05 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 will be made from the wages of such employee by the Company in such month. The Company shall not because the employee did not have sufficient

wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages and dues not deducted in **an** earlier month.

- 21.06 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, shall be made from wages prior to the deduction of dues.
- 21.07 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the officer of the Union not later than fifteen (15) calendar days following the pay period in which the deductions **are** made.
- 21.08 The Company shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make 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 the amount directly with the employee. In the event of any mistakes by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the designated officer or officers of the Union.
- 21.09 In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to Article 21.01, all parties shall cooperate fully in the defence of such action.
- 21.10 Each party shall bear its own cost of such defence except that if at the request of the union, Counsel fees are incurred, these shall be borne by the union. Save **as** aforesaid, the union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it **as** a result of any such deduction from payrolls.

## **ARTICLE 22 – REHABILITATION**

- 22.01 When mutually agreed between the proper officer of the Company and the representative, an employee who has become unfit to follow his usual occupation may be placed in a position covered by this Agreement which he is qualified to fill, notwithstanding that it may be necessary to displace an able-bodied junior employee to provide suitable employment for him/her. **An** employee placed in another seniority group will accumulate seniority in such group only from the date he/she **starts** work therein.
- 22.02 **An** employee placed in a position under the provisions of this Article shall not be displaced by an able-bodied employee so long **as** he remains in such position. Should he/she subsequently recuperate, he/she shall be subject to displacement, in

which case he/she shall exercise his/her seniority rights in the seniority group for which he/she came with his/her former seniority standing.

### **ARTICLE 23 – GOVERNMENT LAWS' AND REGULATIONS**

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

23.02 Neither the Union nor the Company will interfere directly or indirectly with the rights granted under Section 183 or 184 of the Canada Shipping Act.

### **ARTICLE 24 – SUCCESSOR RIGHTS**

24.01 Successor Rights. In the case of a sale, lease, transfer of Bay Ferries Limited, the Licensed and Unlicensed Agreements held by National Automobile, Aerospace, transportation **and** General Workers Union of Canada (CAW – Canada) will continue in force and effect.

### **ARTICLE 25 – SCHEDULE CHANGE NOTIFICATION**

25.01 the Company will provide the Executive of the Locals **(4404)** the earliest reasonable advanced notice possible if there is a change in the printed operating schedule;



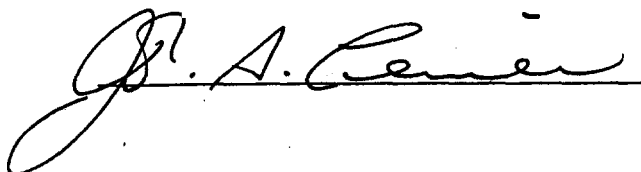
**ARTICLE 26 - TERMINATION OF AGREEMENT**

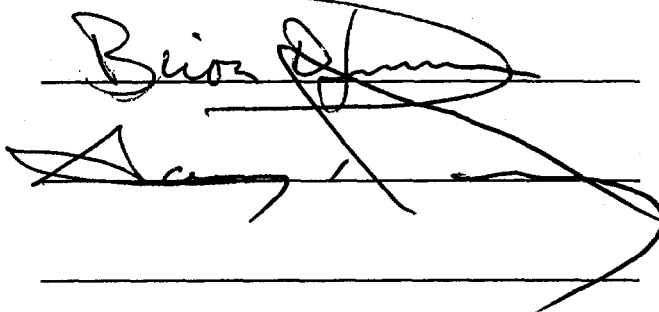
26.01 This Agreement shall become effective January 1, 2000 and shall remain in effect until December 31, 2002 and thereafter until revised, amended or terminated, subject to one hundred and twenty (120) days notice in writing ~~from~~ either party thereto, which notice may be served at any time after October 31, 2002.

Signed at Chandler, Ontario this 12 day of July, 2000

For: Bay Femes Limited

For: The National Automobile,  
Aerospace, Transportation and  
General Workers Union of Canada  
(CAW Canada)





**APPENDIX 1**

**Unlicensed Group - Established Positions**

(Digby-SaintJohn Service)

<b>Established Positions (Group 1)</b>	<b>Number</b>
General Purpose/Deckhands	17
General Purpose/Bosun	2
<b>Sub-Total</b>	<b>19</b>
<b>Established Positions (Group 2)</b>	
General Purpose/Steward/Deckhand	4
<b>Established Positions (Group 3)</b>	
General Purpose/Oilers	4
<b>Established Positions (Group 4)</b>	
Head <del>Terminal</del> Supervisor (SJ)	1
Customer Service Supervisor	2
Cashier	4
<b>Maintenance</b>	<b>4</b>
<b>Sub-Total</b>	<b>11</b>
<b>Total</b>	<b>38</b>

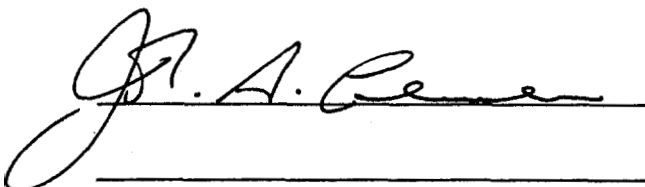
**LETTER OF UNDERSTANDING**

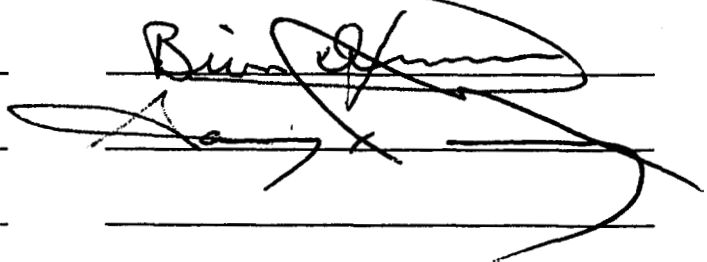
- A. The Company agrees to meet with the Union 90 days in advance to present planned or **known** dry-dock, refit or lay-up activities.
- B. The company agrees to the formation of a labour management committee.
- C. The company agrees to the formation of a comprehensive health plan review committee.
  - 1. The purpose of the review committee would be **as** follows:
  - 2. Complete an employee profile of present health plan members;
  - 3. Request and provide current experience rating;
  - 4. After a review of items **1** and **2**, the committee will seek quotes from carriers capable of providing current coverage at present reference levels **as** described in Article 17.05 engineers and **20.16** unlicensed;
  - 5. The review will include the cost of dental coverage;
  - 6. Items **1**, **2**, and **3** will be completed within six weeks **as** of July **1,2000**;
  - 7. The company contribution for benefits premiums per established employee shall be limited to the following:
    - Year 2000 - \$1,900 or pro rata
    - Year 2001 - \$2,000 or pro rata
    - Year **2002** - **\$2,200** or pro rata
  - 8. Any shortfall in premium requirements for the purchase of desired coverage shall be the responsibility of the employee.
- D. The company agrees to pay a on-time lump-sum payment of five hundred dollars (\$500.00) to any employee who has qualified to operate a yard tractor to company standards. **This** sum will also be paid to all qualified employees not currently assigned to yard tractor operation duties.

Dated: 12 July 2000

For: Bay Ferries Limited

For: The National Automobile,  
Aerospace, Transportation and General  
**Workers Union of Canada (CAW**  
Canada)

  
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**APPENDIX 2**

**Rates of Pay**

**Unlicensed Group – Saint John/Digby**

Classification	2000		2001		2002	
	Hour	O.T.	Hour	O.T.	Hour	O.T.
GP Bosun	15.78	23.67	16.25	24.38	16.74	25.11
GP Deck	15.31	22.97	15.77	23.66	16.24	24.36
GP Oiler	15.31	22.97	15.77	23.66	16.24	24.36
Head Customer Supervisor	17.00	25.50	17.51	26.26	18.03	27.04
Customer Service Supervisor	15.78	23.67	16.25	24.38	16.74	25.11
Cashier	15.24	22.86	15.70	23.55	16.17	24.26
Maintenance	15.76	23.64	16.23	24.35	16.72	25.08
Maintenance Supervisor	17.00	25.50	17.51	26.27	18.04	27.06
GP Steward/GP Deckhand	13.27	19.91	13.66	20.49	14.07	21.11
Seasonal GP Steward	12.61	18.92	12.99	19.49	13.38	20.07

The parties agree that effective **January 2, 2003**, the wages set forth in the wage schedule shall be increased by the cost of living allowance equal to the previous **12** month's Consumer Price Index (CPI) Nova Scotia. Such a **COLA** increase in excess of **3%** will be applied to those wage rates commencing **January 1, 2003** maximum of **1%**.



# ferries limited

P.O. BOX 634 94 WATER STREET CHARLOTTETOWN P.E.I. CANADA C1A 7L3 TEL 902 566-3838 FAX 902 566-1550

May 12, 2000

Mr. Gary Murray  
National Representative, CAW  
Suite 1306, Cogswell Tower  
200 Barrington St.  
Halifax, NS B3J 3K1

Dear Mr. Murray:

Further to our recent concluded labour negotiations with Locals **4315** and **4404**, It was agreed that the company would provide a letter to both groups in respect to technological and occupational change. The company agrees that the provisions of the Canada Labour Code, section **52**, will apply. Therefore, the company wishes to confirm the following:

1. "Where the employer proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of employees covered by this Collective Agreement the employer agrees to:
  - (a) provide the Union with **60** days notice which notice shall contain:
    - i. the nature of the technological change;
    - ii. the approximate date on which the employer proposes to effect the technological change;
    - iii. the approximate number and type of employees likely to be affected by the technological change;
    - iv. the effect that the technological change is likely to have on the terms and conditions or security of employment of the affected employees.
  
2. Upon receipt of the notice the Union and the employer shall enter into negotiations to negotiate and finally settle any matters relating to the terms and conditions or security of employment arising from the technological change."

Yours truly,

J.A. Cormier  
@/ice-President, Human Resources & Safety

Copies: Clinton Muise  
Brian Dykeman

