

MEMORANDUM OF AGREEMENT

BETWEEN

BAY FERRIES LIMITED
Yarmouth/Bar Harbor ←
(hereinafter called the "Company")

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AND

CANADIAN MERCHANT SERVICE GUILD
(hereinafter called the "Guild")

November 21, 2000

12357(02)

ARTICLE 1 - PURPOSE OF AGREEMENT

The general purpose of this Agreement is to ensure **for** the Company, the Guild **and** Deck Officers employed by the Company on all their vessels, the full benefits **of** orderly **and** legal collective bargaining **and** to ensure, to the utmost extent, the safety and physical welfare of the Officers, economy of operation, high standard of service and protection of the **Company's property**. It is recognized by this Agreement that it shall be the **duty** of the Company, the Guild **and** said Deck Officers, to cooperate fully, individually **and** collectively for the advancement of the said conditions.

ARTICLE 2 - RECOGNITION

- (a) The Guild is recognized as the sole collective bargaining agent for the Deck Officers covered by this Agreement.
- (b) All Deck Officers hired by the Company and having completed their probationary **period** **shall** become members of the Guild.
- (c) The Company agrees to deduct membership dues **from** the pay of each Deck Officer covered by this Agreement **and** will forward same to the Eastern Branch **office of** the Guild at 3235 Granby Avenue, Montreal, Quebec. **The** Guild agrees to **hold** harmless the Company **is** so doing.
- (d) Membership shall not **be** denied for reasons of race, sex, national **origin** or religion.

ARTICLE 3 - PREFERENCE OF EMPLOYMENT

It **is** understood that **the Company has** absolute discretion **and** authority in **the** employment **and** promotion of its Deck Officers. When Deck Officers are required and are not **available** under the promotion Articles herein, the Company in selecting the required Deck Officers will give due consideration to:

- (a) First to laid-off **Deck Officers of** the Company in the particular service area of operations.
- (b) Second to other employees of the Company provided such employees possess **the** necessary qualifications and certificate in consultation with the Guild.
- (c) When a number of other employees of the Company **of equal qualifying** service **and** certification are applying for a position **as** such, selection shall be made on the basis of the individual first obtaining necessary certification.
- (d) Third to Deck Officers registered on the list of the **Guild as** being available for employment. The Company shall be the sole judge as to qualifications and experience.
- (e) Fourth to other available qualified persons.

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ARTICLE 4 - SENIORITY STATUS AND LISTS

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ARTICLE 5 - PROMOTION

(a) Subject to appeal, promotion shall be **by** seniority ~~with~~ **due** regard to ability, certification, competence and conduct. The question of promotion must therefore be **left** to the Company, **which** will give due regard to seniority. After ~~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 this probationary period or **if** the employee is unable to perform the duties of ~~the~~ new job, he **shall** be returned to his **former** position.

(b) When a Deck Officer is due for promotion **and** he is sick or on holidays, **or** leave of absence, **or** is otherwise not available through no fault of his own, the next **senior** officer may **be** temporarily promoted to fill the position, but such Officer shall hold **acting rank** only. Such acting **rank** will be given **all** privileges and rates of pay that go ~~with~~ that rank, but time spent in ~~an~~ acting capacity shall not be counted towards **seniority** in that position.

ARTICLE 6 - DISPUTES AND APPEALS

(a) Notwithstanding anything **contained** in this Agreement, the **Company may** at any time suspend without **pay**, dismiss or demote **any Beck Officer 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 to this Agreement, it shall **be dealt with by** the following grievance procedure.

A **Deck Officer** and/or his delegate shall within 12 days present a written grievance to his/her Master. Grievances shall be dated and signed **by** the **grievor or** delegate on the prescribed Guild form. The disputed clause of the Agreement shall be clearly designated and the grievor must indicate redress expected. In any event, after presentation of the grievance, the Master will have **9** business days to reply to the said grievor.

Failing to resolve differences at **this** level, **the** grievor/delegate may, **within** 12 business days, request the designated company officer 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 designated company officer will advise the grievor/delegate of **his** decision. The Guild shall have ten days to appeal the decision reached by the designated company officer. **Non-**observance of the time limit stated in this clause will be considered **as an** intention to abandon the grievance.

ARTICLE 6 - DISPUTES AND APPEALS (cont'd)

If no satisfactory resolution of the differences have been obtained by procedures set out in this Article, the Guild may request a **further hearing** by **an** Arbitration Committee **as** set out hereunder. The Arbitration Committee shall be made **up of three** members. One **Guild** appointee, one Company appointee **and** a **third** member, **acceptable** to both parties, **who** shall be the Chairperson. Should the Guild **and** management be **unable** to **agree on the third** member, the 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** agreements by both parties, a sole arbitrator may be appointed.

(b) Each member of this Arbitration Committee shall be paid his remuneration **and** expenses by the **party** appointing him. The remuneration and expenses of **the Chairperson** of the Arbitration Committee shall be shared **equally** between **the parties** to **the** reference of such Committee.

(c) Should an employee be exonerated, he shall be paid at **schedule** rates for time lost, if any, (one day for each twenty-four hours), any amount **earned** in other employment **and** if away **from** home shall on production of receipts, be **reimbursed** **reasonable** expenses for travelling to and **from** the investigation.

(d) **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** a grievance **was** submitted in writing by the employee **or** his representative.

ARTICLE 7 - TEMPORARY VACANCIES

(a) When a Deck Officer is due to go on **duty** is **sick** or otherwise unable to **take** his watch, the **vacant** place shall be filled by the next available senior Deck Officer and by the Senior Deck Officer within 7 days.

(b) If a vacancy occurs, the Company suggests *that* **an** Officer put in **a** written request for a change of shift. Every consideration **would** be given such a request.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.01 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.

8.02 **All** hours worked under "call-in" status or on a temporary promotion under Article 7 will be paid at regular rates of **pay**.

ARTICLE 8 - HOURS OF WORK AND OVERTIME (cont'd)

- (a) In any bi-weekly period **as** defined by the dates under 8.02, 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 8.02, **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.

8.03 Subject to a two **(2)** week holdback, 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 employee's choice.

8.04 The Company agrees to **pay** and the Guild agrees to accept the wage rates defined and specified for the classification listed in Article **9** of this Agreement.

8.05 Employees will be paid on a bi-weekly basis, at the rate of the classification(s) in which they were employed.

8.06 Notwithstanding **Article 7**, **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.

8.07 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.

8.08 If during a crew change an employee is re-called to work **and** is subsequently not required, such employee will be **paid** a **minimum** of four **(4)** hours at the straight time.

8.09 Employees detained on a vessel due to weather or vessel breakdown will receive **an** extra 6 hours of 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 changes will *take* place at the normal shift changing times.

8.10 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.

8.11 A maximum allotment of **six (6)** working hours will be provided for crew travelling to join or leaving a vessel in drydock/refit.

ARTICLE 9 - RATES OF PAY

The weekly rate of basic pay on 40 hours are as per attached Appendix 1.

ARTICLE 10 - DECK OFFICER COMPLEMENT

10.01 The Company agrees to employ sufficient Deck Officers to satisfy government regulations and the provisions of this contract.

It is understood that for the purpose of this Article, "Deck Officers" includes Masters.

10.02 Deck Officers will work these schedules in accordance with Article 8.

ARTICLE 11 - RECALL; TO WORK ON REST DAYS

When a Deck Officer having completed his designated hours of work has left the Employer's premises and is subsequently required to return to the Employer's premises to work overtime, he shall be paid the greater of:

- (a) compensation at the applicable overtime rate for any work performed, or
- (b) compensation equivalent to four (4) hours pay at the straight time rate.

ARTICLE 12 - STATUTORY HOLIDAYS

12.01 The following days shall be considered Statutory Holidays:

NEW YEAR'S DAY

GOOD FRIDAY

VICTORIA DAY

CANADA DAY

HERITAGE DAY (when proclaimed)

LABOUR DAY

THANKSGIVING DAY

ARMISTICE DAY

CHRISTMAS DAY

BOXING DAY

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

12.02 Deck Officers 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.

12.03 When the rest day of a Deck Officer falls on one of the specified holidays mentioned in Article 12.01, the employee concerned shall be paid an extra 8 hours pay in addition to his/her regular salary as per the Deck Officer's classification. Deck Officers on sick leave, bereavement leave, leave of absence or disciplinary suspension will not be entitled to this Statutory Holiday pay benefit.

12.04 In lieu of statutory holiday pay, the Deck Officer shall have the option of banking statutory holiday hours.

ARTICLE 13 - SHIPS OUT OF COMMISSION

The Company agrees to recognize four (4) Deck Officers for the purpose of Company pension and health benefits.

ARTICLE 14 - UNIFORMS

Deck Officers required by the Company to wear uniforms shall be **furnished** free of charge:

- (a) One (1) Uniform coat every three (3) years or one (1) bomber jacket every two (2) years **and** two (2) pair of **pants** every two (2) years;
- (b) **One** (1) good quality cap complete with badge every three (3) years (plastic top);
- (c) Three (3) white-shirts every year; two (2) white **shirts** seasonal Officer;
- (d) **One** (1) **pair of** regulation epaulets to **be** provided very **three (3) years for** summer wear **with** the white **shirts** in (c) above;
- (e) **One** (1) pair of coveralls every two **(2)** years for Deck Officer on **refit** status.
- (f) **Seasonal Deck Officer (serving five or more months yearly, one (1) jacket and two (2) pairs of pants every two (2) years.**
- (g) **One** (1) **pair of** coveralls every **year** for Deck Officers on refit status **and** three (3) heavy coats and two **(2)** raincoats per **vessel** for shipboard use.
- (h) **One** (1) floater jacket every three **(3)** years.
- (i) **One** (1) **pair of** safety shoes every **two (2) years.**

In order to **expedite delivery of** uniforms, measurements will be taken **in the fall of the year** before **the issue** is to be made.

Seasonal Deck Officers will be entitled under this Article to (b), (c) and (d) **above, and (h) and (i) above.**

ARTICLE 15 - LEAVE OF ABSENCE

(a) Deck Officers elected as non-salaried delegates of the Deck Officers covered by this Agreement **will** be given leave of absence without pay to enable **them** to **carry out** duties **related** to the administration of the Agreement.

(b) Applications for Leave of Absence shall be made **in writing** to the Company and may be granted at the management's discretion, in accordance **with** the Company's regulations **in effect** at the time. If such leave is granted, it will be without **pay** and the following conditions will **apply.**

ARTICLE 15 - LEAVE OF ABSENCE (cont'd)

(c) The Deck Officer's name will be continued on the **seniority** list and **seniority** shall accumulate during **his/her** absence.

(d) The Deck Officer must return to work not later than the expiry date of such leave of absence or obtain in advance of the **expiry** date, duly authorized renewal thereof, failing either of which his/her employment relationship shall be **forfeited**. Extenuating circumstances may be taken into consideration before an employee is released by this Article.

(e) Provided a replacement **from** within the Company is available, Deck Officers requesting leave of absence for vacation purposes **shall** make written application **thirty** (30) days in advance. Such leave shall be without pay. Leave periods are limited to **two** (2) **weeks** from June 1 to August 31 **and** to four **(4)** weeks at any other time of the **season**.

ARTICLE 16 - LEAVE GENERAL

(a) A Deck Officer **off** work due to sickness will **inform** the Company at least **two** hours prior to his scheduled working time.

(b) The Company agrees to grant bereavement leave **with** **pay** on the following basis.

- (i) On the death **of** the employee's spouse or children, seven **(7)** days from the date of the death.
- (ii) On the death of the employee's father, **mother**, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in law, **a maximum of four (4)** days **from** the date of the death.
- (iii) On the death of **an** employee's grandparents, **three (3)** days from the date of the death.
- (iv) On the death of **an** employee's brother/sister-in-law, day of the funeral.
- (v) Seasonal employees on regular assigned shifts will be entitled to bereavement leave.

(c) Applications for Leave of any kind shall be in **writing** and if approved, the Company shall indicate approval in writing for the leave. Should **a** dispute on the **granting of** leave arise, the Guild delegate **is** to be consulted.

(d) Laid-off Deck Officers shall keep the Company **and** the Guild Representative advised of their address and up-to-date telephone number where they can be readily located. Telephone call answered by employee to be considered notification for recall.

ARTICLE 17 - ACCOMMODATION

- (a) Whenever possible on vessels, each Deck Officer **while** on duty shall have his own stateroom furnished **and equipped** in accordance **with** general standards for that class.
- (b) The Company shall also supply soap, towels **and** linen; to be supplied weekly.

ARTICLE 18 - MARINE DISASTER

Any Deck Officer who, while **an** employee of the Company, suffer a loss of clothing **and** personal effects through **marine** disaster or shipwreck, shall be compensated **by** the payment in the amount of **up** to \$600.00. A Deck Officer wishing to claim in excess **of** this amount for personal effects retained aboard the vessel, should provide the itemized list to the Master for retention by the **Company**.

ARTICLE 19 - SUBSISTENCE

- (a) Between the time Engineers start to raise heat and the Cooks **commence** work, the Duty **Mate** will be paid **eleven** dollars (\$11.00) subsistence each day until victualling is commenced.
- (b) Subject to prior approval by the Master or Company, Deck Officers required to make use **of** their personal vehicle for business purposes will be reimbursed at the **rate** of 40 cents per kilometer. The expenses to be submitted on an approved company expense form.
- (c) Deck **Officers** required to travel from New Brunswick to Nova Scotia or Nova Scotia to New Brunswick for refit?joining the vessel prior to the **opening** of the **operating** season or crew **training**, will be given **a** one time annual payment of \$60.00.

ARTICLE 20 - STOPPAGE OF WORK

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

- (i) Refusal by Deck Officers to cross a picket line which they have established to be legal and which has been formed **by** locals belonging to Bay Ferries Limited, Yarmouth/Bar Harbor, shall not constitute a violation of this article.
- (ii) Such Deck Officers who refuse to cross a picket line agree to take the ship to a safe **and** secure berth.
- (iii) Deck Officers **will** continue to stand security watch.

ARTICLE 21 - BOARDING PASSES AND FREE TRANSPORTATION

- (a) Deck Officers will be granted reasonable transportation for themselves **and** dependent members of their immediate families on services provided by the **Company** during their period of employment.
- (b) Provided CSO stated standard guidelines are followed, all 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 retired **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.
- (f) Deck Officers who have to travel to/from drydock because **of** a **Company** initiated **crew** change **will** be provided with transportation through arrangements made by the Company.
- (g) Deck Officers required to travel from N.S. to N.B. or N.B. to N.S. for refit, joining **the** vessel **prior** to the opening of the operating season or crew **training**, will be given a one time **annual payment** of \$60.00.

ARTICLE 22 - PENSION PLAN

- (a) The Trusteed Pension Plan which **came** into force on **January 1, 1981** is to remain in effect for the duration of this Agreement and thereafter. The contribution will **be** 5.25% employer - 5.25% employee **of** regular and statutory holiday earnings.
- (b) Deck Officers who have reached or those Deck Officers who attain their 65th birthday thereafter will be required to accept mandatory retirement.

ARTICLE 23 - ATTENDING COURT

- (a) Deck Officers **who** lose time by reason of being required to attend Court, Coroner's Inquest, or to appear as witness, in cases in which the Company is involved, will be **paid** for time lost. Necessary actual expenses while away from his position will be allowed upon production of receipts. **Any** fee for mileage accrued shall **be** assigned to the Company.
- (b) **Any** Deck Officer who is summoned for **jury** duty 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 for such jury duty.

ARTICLE 24 - HELD FOR INVESTIGATION ON COMPANY'S BUSINESS

On instructions from the proper Officer of the Company, Deck Officers held for Department of Transport investigations directly related to Company matters and where no responsibility is attached to them in respect to the matter under investigation; shall if they are required to lose time by reason thereof, be paid for time lost. Necessary actual expenses while away from their position will be allowed upon production of receipts.

ARTICLE 25 - EMERGENCY DUTIES

Any work necessary for the ~~safety~~ of the vessel, passengers, ~~crew~~ or *cargo* or for the saving of other vessel, lives or cargoes, shall be performed at any time on immediate call, notwithstanding any provisions of this Agreement which might be construed to the contrary.

ARTICLE 26 - COMPANY SAFETY REGULATIONS

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 in effect during the term of the Agreement and which are brought to the attention of the Deck Officers, shall be strictly adhered to by all Deck Officers. Violations of such regulations shall be sufficient cause for dismissal.

ARTICLE 27 - CLAUSE PARAMOUNT

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 any other government legislation or regulations, nor to impair in any manner whatsoever the absolute authority of the Master.

ARTICLE 28 - TRAINING COSTS

- (a) When an Officer is directed by the Company to undertake training relating to his job, **any** costs incurred shall be borne by the Company.
- (b) When a Deck Officer is required to obtain training to validate his/her certificate. the Officer will make application through the Company to apply for assistance under government sponsored training programs to minimize the cost to the Officer. However if funding is not otherwise available. the Company agrees to provide a maximum of \$750.00 to any Officer on the seniority list.
- (c) Deck Officers renewing their 1st Aid or St. John's Ambulance certificate will be reimbursed for the cost of the renewal of these certificates.

ARTICLE 29 - SEVERANCE PAY

In accordance with the Canada Labour Code. Part 111, Division V-4, Article 61(1).

ARTICLE 30 - VACATION PAY

Deck Officers not paid on ~~an~~ annual basis covered by this Agreement, shall receive vacation pay as follows:

- (a) One (1) to Sixty (60) months of employment - four percent **(4%)**.
- (b) Sixty-One (61) to One Hundred ~~and~~ Twenty (120) months of employment - ~~six~~ percent **(6%)**.
- (c) Over One Hundred ~~and~~ Twenty (120) months of employment - eight percent **(8%)**.

For **Vacation Pay** purposes, one (1) year will constitute a maximum of 260 days accumulative 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).

ARTICLE 31 - HEALTH AND WELFARE

The Company will ~~maintain~~ the present ~~Canadian~~ Merchant Service Guild 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 Plan - 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 **up** to twenty-six **(26)** weeks - see plan booklet.
- 5. Provision for Long-Term Disability **plan (LTD)** - will be paid by 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% Licensed capped 1999 level for year 2000.
 - (b) Payment 90% Company and 10% Licensed capped 1999 level for year 2001.
 - (c) Payment 95% Company - 5% Licensed 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.

ARTICLE 32 - TRADING OF WORKING DAYS

Subject to Company Approval, a deck Officer may be allowed to trade working days.

ARTICLE 33 - GENERAL

- (a) The Company agrees to **pay** for Doctor's cost for Marine Medical certificate **as** required.
- (b) Employees submitting authorized expenses will be paid within thirty **(30)** days of submission.
- (c) Employees will be reimbursed for Coast Guard fees in renewing Continued Proficiency Endorsement Certificates.
- (d) The Company agrees to the formation of a Dental Health Committee. **The** purpose of the Committee would be to seek out a dental health carrier through **a Request for Proposal (RFP)** that would be interested in **providing** dental **health** coverage under a **payroll deduction-plan**.

ARTICLE 34 - TERMINATION OF AGREEMENT

This Agreement shall become effective **January 2, 2000** with respect to **rates** of **pay and** rules 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** hereto, **which** notice **may be** served anytime **after** September 1, 2002.

Dated this 12th day of December, 2000

BAY FERRIES LIMITED

J. A. Cairns
B. W. Haines

CANADIAN MERCHANT SERVICE GUILD

Bruce Carter
Stan Boucher

APPENDIX 1 - WAGE RATES

(Yarmouth/Bar Harbor)

2000/2001/2002

	<u>2000 HOURLY</u>	<u>2001 HOURLY</u>	<u>2002 HOURLY</u>
Navigator #1	33.50	33.50	33.50
Navigator #2	21.09	21.72	22.37

(a) Navigator #1's having completed the full **start-up and** operating season on "The Cat" **and** subsequently return to the service will be paid a one time lump *sum* payment of \$1,250 in **each** year of this Agreement.

(b) Navigator #2's having completed the full season on "The Cat" **and** subsequently **returning** to the service will be paid a one time **lump s u m** payment of \$600 in **each year** of this Agreement.

The parties agree 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% .

The **parties** agree 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%

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