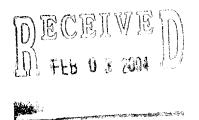
## AGREEMENT

## **BETWEEN**

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

**AND** 

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



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#### 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 36 Wright Street, Unit 1, St. Catharines, Ontario, L2P 3J4.
- (d) Membership shall not be denied for reasons of race, sex, national origin **or** religion.

#### RTICL 3- E 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.

## ARTICLE 4 - SENIORITY STATUS AND LISTS

- Seniority list will be compiled and posted during June of each year. Such list will show name, position, group date and company date. Seniority in service of unlicensed group and service under permit will not be counted in positions covered by this Agreement. Copy of the seniority list will be furnished to the Guild delegate.
- (b) A Deck Officer having worked 90 days or less will be considered as on probation, and shall hold no rights or benefits under the promotion rules of this Agreement and if found unsuitable, will not be retained in the service.
- (c) Protests in regard to seniority standing must be submitted in writing within sixty (60) days from the date seniority lists are posted, When proof of error is presented by a Deck Officer or his/her representative, such error will be corrected and when so corrected shall be final.
- (d) No change shall be made in the seniority date accredited a Deck **Cfficer** which **has** appeared on two consecutive seniority lists unless the seniority date appearing on such lists was protested in writing within the **sixty** (60) day period for correctional purposes.
- this Agreement, to an official or excepted position with the Company, will be continued on the seniority list and he/she shall retain his/her seniority while so employed. Such persons when released from an official or excepted position, except by dismissal, shall exercise his/her seniority to any position which he/she is qualified to fill. When notified of his/her appointment, he/she shall commence work in the new position within three (3) days.
  - A Deck **Officer**who fails to observe the time limits specified in this Article shall forfeit his/her seniority.
- (f) A Deck Officer who has ceased employment with the Company and is subsequently returned to the service in a position covered by this Agreement, unless reinstated by the Company with his/her former seniority standing, will only be allowed seniority from the date of his/her return to the service. A Deck Officer who is not reinstated with his/her former seniority standing within one year of the date of hisher cessation of employment may only be so reinstated by agreement between the proper Officer of the Company and Maritime Representative of the Guild.
- (g) A Deck Officer joining the Company at the higher rank will also hold seniority in any junior Deck officer group for which he/she is qualified.

#### **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.

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** Deck 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 resolutions of the differences have been obtained by the procedure set out in this article, the Guild may request a further hearing by a sole arbitrator. Should the Guild and the company be unable to agree on a sole arbitrator, the Minister of Labour shall be requested to appoint the arbitrator. Upon written notice from the Guild of its intention to proceed to arbitration, the company shall respond within (30) days of its position in respect to the nominated arbitrators. The decision by the arbitrator is final and binding on both parties to the Collective Agreement.

Subject to mutual agreement by both parties, an arbitration committee shall be made of three members. One Guild appointee, one company appointee and one-third member acceptable to both parties, who shall be the chairperson.

- (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.
- 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 senior Deck Officer, if available, then to the next senior Deck Officer and so on within 7 days.
- (b) If a vacancy occurs, the Company suggests that an Officer put in a written request for change of shift. Every consideration would be given to 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.
  - (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 1/21times 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 in the next succeeding payroll 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 four 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 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.

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:

- 1. One (1) uniform coat every three (3) years or one (1) floater style jacket every two (2) years and two (2) pair of pants every year;
- 2. One (1) good quality cap complete with badge every three (3) years (plastic top);
- 3. Three (3) white shirts every year; two (2) white shirts seasonal Officers;
- 4. One (1) pair of regulation epaulets to be provided every three (3) years for summer wear with the white shirts in (c) above;
- 5. One (1) pair of coveralls every two (2) years for Deck Officers on refit status;
- 6. Seasonal Deck Officer (serving five or more months yearly, one (1) jacket and two (2) pairs of pants every two (2) years.
- 7. 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.
- 8. 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 2, 3, 4 and 7 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.
- (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.

## **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.
  - 1. On the death of the employee's father, mother, spouse or child, seven (7) days from the date of the death;
  - 2. On the death of the employee's 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;
  - 3. On the death of an employee's grandparents, three (3) days from the date of the death;
  - 4. On the death of an employee's brother/sisters-in-law, day of the funeral;
  - **5.** Seasonal employees on regular **assigned** shifts will be entitled to be reavement 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 thirty dollars (\$30.00) 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.

## **ARTICLE 20 - STOPPAGE OF WORK**

There shall be no strike, lockout 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 six 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 70.
- (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 December 31.
- (e) Employees receiving free transportation cannot displace revenue-producing customers.

Deck Officers required to travel to and **from** the vessel in dry-dock/refit on Company initiated crew change will be provided with transportation and meals through arrangements made by the Company.

## **ARTICLE 22 - PENSION PLAN**

- (a) The Trustees Pension Plan which came into force on January I, 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.
- 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 'SBUSINESS

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 that 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 **marrier** whatsoever the absolute authority of **the** Master.

#### **ARTICLE 28 - TRAINING COSTS**

- (a) When a Deck **Cfficer** required by the company to take training/certificates related to their work, **the** employer will pay all costs incurred **including**, accommodations, mileage, **meals** and lost wages.
- When a Deck **Cfficer** 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 **Cfficer** on the **seniority** list.
- (c) Deck Officers renewing their First Aid or St. Jan's Ambulance certificates will be reimbursed for the cost of the renewal of these certificates.

#### **ARTICLE 29 - SEVERANCE PAY**

In accordance with the Canada Labour Code,

#### **ARTICLE 30 - VACATION PAY**

Deck Officers not paid on an arrual 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**

- (a) 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 **up** to seventeen (17) weeks see plan booklet.
  - **5.** Provision for Long Term Disability (LTD) will be paid by employee.
  - 6. Items 1 to 4 payment of 95% company and 5% Deck Officers.
  - 7. Eligible employees laid-off, on leave of absence or on strike will be responsible for their own payments.

#### **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.

## **ARTICLE 34 - SUCCESSOR RIGHTS**

**Dated this** 

In the case of sale, lease, transfer of Bay Ferries Limited, the Guild Agreements held by CSMG Deck Officers will remain in effect.

## **ARTICLE 35 - TERMINATION OF AGREEMENT**

This agreement shall become effective **January** 1, 2003 with respect to rates of pay and rules and shall remain in effect until December 31, 2004 **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, 2004.

BAY FERRIES LIMITED	CANADIAN MEROHANT SERVICE GUILD

26th day of August

#### **APPENDIX 1 - WAGE RATES**

#### (Yarmouth/Bar Harbor))

	3% 2003	3% 2004
Navigator One	\$34.51	\$35.55
Navigator <b>Two</b>	\$23.04	\$23.73

- (a) Navigator One'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 \$1,500.00 in each year **of** this agreement.
- (b) Navigator Two's having completed the **full** season on 'The Cat' and subsequently returning to the service will be paid a one time lump sum payment **of** \$800.00 in each year **of** this Agreement.
- (c) In lieu **of** the above amounts, a travel allowance in an amount, in aggregate, equal to less than the lump **sum** shall be paid to the Deck Officers.
  - **Any** employee receiving travel allowance shall keep appropriate records **of** mileage traveled.
- (d) Navigator One's and Navigator Two's serving on 'The Cat' during (2) trip operating season will receive a wage differential **of** fifteen dollars (\$15.00) per day when vessel performs both voyages.
- (e) In the event that a non commercial VIP harbour cruise is performed from Yarmouth to Bar Harbor and necessitates working hours in excess of normal work schedule, Navigators shall receive pay for hours worked in excess of standard hours. All such time shall be paid a regular hourly rate of pay.