

A G R E E M E N T

Between:

Bay Ferries Limited

Digby/Saint John

(hereinafter referred to as the Company)

and

**The National Automobile, Aerospace,
Transportation and General Workers
Union of Canada**

(hereinafter referred to as the "Union")

for

**Engineer Officers, Electricians, and
Passenger Service Representatives/Pursers
(Licensed Personnel)**

as employed on Motor Vessels of the
Digby/Saint John Service

(updated May 7, 2003)

13460(01)

Table of Contents

Article 1	- Recognition.....	1
Article 2	- Seniority Status and Lists.....	1
Article 3	- Promotion.....	2
Article 4	- Leave of Absence.....	2
Article 5	- Disputes and Appeals	3
Article 6	- Uniforms	4
Article 7	- Hours of Work and Overtime.....	5
Article 8	- Recall to Work on Rest Days.....	7
Article 9	- Statutory Holidays.....	7
Article 10	- Requirement to Attend Court or Coroners Inquest..	8
Article 11	- Held for Investigation or Company s Business.....	8
Article 12	- Emergency Duties	8
Article 13	- Company s Safety Regulations	8
Article 14	- Authority of Master	9
Article 15	- Drills	9
Article 16	- Stoppage of Work.....	9
Article 17	- General.....	10
Article 18	- Deduction of Dues.....	12
Article 19	- Rehabilitation.....	13
Article 20	- Government Laws and Regulations.....	14
Article 21	- Pension Plan.....	14
Article 22	- School Plan	14
Article 23	- Rates of Pay	15
Article 24	- Sick and Compassionate Leave.....	16
Article 25	- Vacation Pay and Vacations.....	16
Article 26	- Termination.....	18
Letter of Understanding.....		19

ARTICLE 1 — RECOGNITION

The Company agrees to recognize The National Automobile, Aerospace and Agricultural Implement Workers Union of Canada as the sole collective bargaining agent for the employees covered by this Agreement.

ARTICLE 2 — SENIORITY STATUS AND LISTS

2.01 (a) Seniority Lists will be prepared and filed with the Union in the spring of each year. Each list will show the name, position and date of last entry into the service in positions covered by this Agreement from which date seniority will be determined. The name of an employee shall be placed on the seniority list in the order in which he was last employed in any position covered by this Agreement. Copies of the list will be furnished to the Union Representative, the Grievance Committee and the President of the I. U. O. A.

() Any discrepancy in the seniority will be reported in writing to the Company and the security or representative of the local Union within (60) days from the effective date of the list. The list will be final as an employee's seniority is not given to the Company until a sixty (60) day period has elapsed and seniority lists cannot be altered after two consecutive years.

2.02 An employee on probationary days or less service will be considered as on probation, shall hold no rights under the promotion rules of this Agreement and if found unsuitable, will not be retained in the position.

2.03 The name of an employee who has been, or is, promoted from a position now covered by this Agreement, to an official or executive position with the Company, will be placed on the seniority list in the order from which promotion is received. Such person, when released from official or executive position, except voluntarily, may within thirty (30) days of release, exercise his seniority rights to re-enter in his seniority group which he is qualified to fill. If he does not, he will forfeit his seniority in which event his name will be placed on the bottom of the seniority list.

2.04 At least twenty-one (21) days prior to the commencement of the probationary period may apply in writing to the Company for their preferences if any, of the following positions. Preference shall be filled on the basis of ability, certificate, conduct and seniority. Disputes pursuant to this Article shall be subject to the grievance procedure.

- 2.05 An employee whose established position is abolished or who is displaced from his established position may displace a junior employee in any seniority for whose position they have qualifications.

ARTICLE 3 — PROMOTION

- 3.01 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 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 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.
- 3.02 When an Engineer Officer, Electrician or Passenger Service Supervisor/Purser is due for promotion and he is **sick** or on holiday, or on 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 confer 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. **Licensed** personnel will not accumulate **seniority** while working with a permit in **that position**.
- 3.03 When **vacancies** occur or are created within the established licensed group, they shall be bulletined within ten (10) working days of **the position becoming vacant or created**. Appointment shall be made within ten (10) days **after the expiry date of the bulletin**.
- 3.04 in making the appointment, consideration must be given to ability, qualifications and Company (**Saint John/Digby**) seniority.
- 3.05 Licensed personnel who are employed on a supplementary basis during **the season** shall have no sick leave or group **insurance** rights. Such employees shall have pension **rights** as they qualify under federal government regulations.

ARTICLE 4 — LEAVE OF ABSENCE

- 4.01 Subject to Company approval and the following considerations, licensed personnel may apply for Leave of Absence for up to one (1) year.
- (i) Company operational requirements for grant Leave of Absence will be subject to **grievance** procedure.
 - (ii) Licensed personnel may apply for and be granted Leave of Absence any time during the calendar year.

- (iii) Licensed 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.
- 4.02 Leave may be extended by application in writing to the Proper Company Officer in ample time to receive permission or return to **duty** at the expiration of such leave.
- 4.03 (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, will be severed from **the** Company and removed from the seniority list.

ARTICLE 5 — DISPUTES AND APPEALS

5.01 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** employees 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) **An** employee and/or his delegate shall within 12 business days present a written grievance to **his/her** Master. Should the grievor be a shore-based employee, the grievance shall be dated and signed by the grievor or delegate on the prescribed Union 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 or designated supervisor for **shore-based** personnel will have 9 business days to reply to the said grievor.
- (b) Failing to resolve differences at this level, **the** grievor/delegate may, within 12 business days, **q u e s t** **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 Union shall have ten (10) 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.

- (c) If no satisfactory resolutions of the differences have been obtained by procedures set out in this Article, **the** Union may request a further hearing by a sole arbitrator. Should the union 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** Union of its intention to proceed to arbitration, **the** company shall respond within thirty (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 union appointee, one company appointee and one third member acceptable to **both** parties, who shall be the **chairperson**.

- (d) Subject to mutual agreements by both parties a sole arbitrator may be appointed.

5.02 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.

5.03 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.

5.04 Each member of **the** arbitration committee shall be paid **his/her** remuneration expenses by the party appointing **him/her**. The remuneration and **expenses** of the chairperson of the chairperson of the arbitration committee shall be shared between the parties to the reference of such committee.

ARTICLE 6— UNIFORMS

- 6.01 (a) Engineer Officers, Electricians and Passenger Service Supervisor/Purser shall be supplied with **the** following clothing:

Two (2) pair of pants every year;
Two (2) work shirt every year,
Two (2) t-shirts every year;

Two (2) sets of coveralls every year;
One (1) pair of **insulated** coveralls every three (3) years;
One (1) 3 in 1 multi-climate bomber jacket every three (3) years;
One (1) set of **rain** gear (every 3 years).

(b) Passenger Service Supervisor/Purser:

- One (1) tie;
- Three (3) pair uniform pants;
- Five (5) dress shirts — year one, 4 shirts every year thereafter;
- One (1) each 3 in 1 multi-climate bomber jacket every three (3) years;
- One (1) pair safety shoes every 2 years;

The Company will provide CSA approved protective footwear to employees every 24 months of employment as per government directives. Under extenuating circumstances employees required to wear safety footwear shall have the option of purchasing their footwear, and the company will contribute an amount not to exceed the cost of the company issued footwear on a separate cheque. Ail footwear shall comply with company standards and directives.

One (1) pair of regulation epaulets for each position served every three (3) years.

6.02 The Company will supply clothing issue within thirty (30) days upon receipt of the order.

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

ARTICLE 7 — HOURS OF WORK AND OVERTIME

- 7.01 (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-minute meal period. The daily work schedules shall also include a minimum of two (2) 15-minute off duty break periods outside the machinery spaces.
- (c) Working schedules are to be set out and consistent with the sailing schedule requirements and safe manning regulations.
- 7.02 The bi-weekly periods for the consideration of overtime and regular rates of pay will be 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 7.02, 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 7.02, 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.
- 7.03 Subject to a two (2) week holdback, payday will be every **second** Friday except if Friday is a Statutory Holiday, payday will be Thursday. Payment will be made by a direct deposit to a bank of ~~the~~ employee's choice.
- 7.05 The Company agrees to pay and the Union agrees to **accept the wage** rates defined and specified for ~~the~~ classification listed in Article 23 of this agreement.
- 7.06 Employees will be paid on a bi-weekly basis, at ~~the~~ rate of the classification(s) in which they were employed.
- 7.07 **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.
- 7.08 Employees when in dry-dock/refit will be provided adequate food provisions or prepared meals.
- 7.09 Upon being notified by ~~the~~ employee, the Company agrees that any **e m** in pay in the amount of \$40.00 or **more** will be corrected within five (5) days receipt of such notification.
- 7.10 Employees when required to clean tanks, separators, boilers, bilges, ports and open sewage system, shall be paid a bonus of **three** dollars (\$3.00) per hour extra as **dirty money** and shall be supplied with heat when **performing** such duties, and **shall** be supplied with heavy suction when painting **in** unventilated places.
- 7.11 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.
- 7.12 Employees **detained** on a vessel **due** to weather or vessel breakdown will receive **an** extra 6 hours of pro-rate pay for every extra 12 hour shift. The on-coming or relieving crew will be required to work seven (7) days continuous. **Hereafter**, upon **being** relieved, the **crew** changes will take place at the next available sailing.

- 7.13 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 four (4) weeks annually
- 7.14 A maximum allotment of six (6) working hours will be provided for crew travelling to join or leaving a vessel in dry-dock/refit.

ARTICLE 8 — RECALL TO WORK ON REST DAYS

- 8.01 When a member of the licensed ~~personnel~~ has completed his designated hours of work and 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) hour pay at the straight time rate.

ARTICLE 9 — STATUTORY HOLIDAYS

- 9.01 The following days shall be considered Statutory Holidays:

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

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

- 9.02 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.**
- 9.03 When the rest day of an employee falls on one of the specified holidays mentioned in Article 9.01, ~~the~~ employee concerned shall be paid **an extra 8 hours** pay in addition to his/her regular salary as per the employee's classification. Employees on sick leave, bereavement leave, ~~leave of absence~~ or disciplinary suspension will not be entitled to this Statutory Holiday pay benefit.
- 9.04 In lieu of Statutory Holiday pay, the employee shall have ~~the~~ option of banking statutory Holiday hours.

ARTICLE 10 — REQUIREMENT TO ATTEND COURT OR CORONER'S INQUEST

- 10.01 In cases in which the Company is involved and employees lose time by reason of being required to attend Court or Coroner's Inquests, or to appear as witnesses, such employees will be paid for ~~the~~ time lost. Necessary actual expenses while away from his position will be allowed upon production of receipts. Any fee or mileage occurring shall be assigned to ~~the~~ Company.
- 10.02 An Engineer Officer, Electrician or Passenger Service Supervisor/Purser 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 allowed for such jury duty.

ARTICLE 11 — HELD FOR INVESTIGATION OR COMPANY'S BUSINESS

- 11.01 Employees held for Company's investigations 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 officers, 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 12 — EMERGENCY DUTIES

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

ARTICLE 13 — COMPANY'S SAFETY REGULATIONS

- 13.01 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 this Agreement, and which are brought to ~~the~~ attention of the employees, shall be strictly adhered to by all employees. Violation of such regulations shall be sufficient cause for dismissal.
- 13.02 The Company shall provide the Health & Safety Officer appointed by the union with copies of all Health and Safety Committee meetings from each ship within 24 hours.
- 13.03 Any health and safety concerns forwarded by the Health & Safety Committee will be investigated within 72 hours.

- 13.04 The Local **Health** and Safety Representative is to be paid for all time required to be spent at meetings or on other duties as assigned by **the** company at his/her last rate of pay.
- 13.05 The National Automobile, Aerospace, Transportation & General Workers Union of Canada (CAW) and Bay Femes Ltd, agree to the formation of a safety committee. Composition of such a Committee will be consistent with **the requirements** set out in the Canada Labour Code **Part IV** and Transport **Canada** (Maritime Safety Directorate).
- 13.06 The Company shall comply with regulations on noise control and **hearing** conservation and shall on an individual basis where required provide a hearing protection device. The Health and Safety Committee shall **ensure** that all devices comply with CSA **standards**.
- 13.07 The Company agrees to the formation of **an** employee assistance program committee composed of Company and Local CAW Representatives. Such committee shall be instituted within 60 days after ratification of this Agreement.

ARTICLE 14 — AUTHORITY OF MASTER

- 14.01 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** shall be worked at sea and in port, as shall be directed by the Master or his **deputy**.
- 14.02 The Company **agrees that** these powers and rights will not be exercised in **conflict with** any of the provisions of this Agreement, and by the Union that when any employee considers that an order or direction of the Master is, in his opinion, in conflict with **the terms of this Agreement, he shall nevertheless, obey such orders or direction** and thereafter, **through** the grievance procedure herein provided, seek redress.

ARTICLE 15 — DRILLS

- 15.01 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 16 — STOPPAGE OF WORK

- 16.01 There shall be no strikes, lock-outs or stoppage of work while the provisions of this Agreement are in effect.

- 16.02 (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 Bay Femes Limited (Saint John/Digby) 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 17 — GENERAL

- 17.01 Proper clean, **dry** and ventilated quarters shall be provided **as far as** is reasonable and economically possible.
- 17.02 The Company shall **furnish** each employee while onboard ship with towels and soap.
- 17.03 Any employee **covered** by this Agreement who **suffers** loss or clothing **and/or** **personal effects** through marine disaster or shipwreck, shall be compensated by payment of an amount up to \$500.00.
- 17.04 It will be permissible for notices of interest to employees to be posted on a Notice Board **on vessels**.
- 17.05 (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 and up to seventeen (17) 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 95% company and 5% Licensed personnel.
 7. Eligible employees laid-off, on leave of absence or on strike will be responsible for their own payments.
- (b) The following dental benefit plan will apply:
1. Deductible - nil.
 2. \$500 cap on dental services per calendar year.
 3. 2003 dental fee guidelines for basic and major services
 4. Plan 100% **funded** by the company.

5. Any employee who is entitled to be covered under the medical plan **and** is active on the payroll during any period of this agreement will be covered under the dental plan.
- 17.06 The Company will **as far as** practicable and economical, will employ their own employees for work during lay-up and refit.
- 17.07 (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.
- 17.08 (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, all Bay Femes employees on payroll at the time, will be granted a maximum of six (6) free transportations in each calendar year for themselves and their immediate household dependent family members on services provided by Bay/Northumberland Femes 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.
- 17.09 Engineer Officers, Electricians and Passenger Service Supervisors required to travel to **and** from the vessel in drydock on company initiated crew change will be provided with transportation and meals through arrangements made by the Company.
- 17.10 The Company **agrees** to the sum of **\$3,200.00** towards paid Educational Leave and Social Justice Fund, total sum for **both Locals** 4404 annually.
- 17.11 The Company **agrees** during each year of this Agreement, to pay a sum upon being invoiced from the Local of **\$1000** for "Lost Time for Union Business" total sum for both locals 4404 annually.

- 17.12 Successor rights. In the case of a sale, transfer of Bay Femes Limited, this agreement will continue in force and effect.
- 17.13 The Company will provide the Union executive the earliest and reasonable advanced notice possible if there is a change in the printed operating schedule.
- 17.14 The Company agrees to pay for Doctor's cost for Marine Medical certificate as required.
- 17.15 Employees submitting authorized expenses will be paid within thirty (30) days of submission.
- 17.16 Licensed personnel renewing their 1st Aid or St. John's Ambulance Certificates will be reimbursed for the cost of the renewals of these certificates.
- 17.17 Employees will be reimbursed for Coast Guard fees in renewing Continued Proficiency Endorsement Certificates.
- 17.18 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.

ARTICLE 18 — DEDUCTION OF DUES

- 18.01 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.
- 18.02 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 initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the Agreement, excepting to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.
- 18.03 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required for all other such applicants by the local concerned. Membership shall not be denied for reasons of race, national origin, colour or religion.

- 18.04 Deductions shall commence on the payroll for the last pay period of the calendar month following completion of thirty (30) days, calendar days, after date of first service to a position covered by this agreement.
- 18.05 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 shall be made from the wages of such employee by the Company in such month. The company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 18.06 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.
- 18.07 The amounts of dues so deducted from wages accompanied by a statement or deduction from individuals shall be remitted by the Company to the officer of the Union not later than fifteen calendar days following the pay periods in which the deductions are made.
- 18.08 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 employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Agreement shall terminate at the time it remits the amount payable to the designated officer or officers of the Union.
- 18.09 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 18.01, all parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Union Counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damage, cost, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

ARTICLE 19 — REHABILITATION

- 19.01 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. An employee placed in another seniority **group** will accumulate seniority in such group only from the date he **starts** work therein.

- 19.02 **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 subsequently recuperate he shall be **subject** to displacement, in which **case** he shall exercise his seniority rights in the seniority group from which he came with his former seniority standing.

ARTICLE 20 — GOVERNMENT LAWS AND REGULATIONS

- 20.01 **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, not to impair in any manner whatsoever the absolute authority of the Master.
- 20.02 Neither the Union nor the Company will interfere directly or indirectly with the rights granted under Section 183 and 184 of the **Canada Shipping Act**.

ARTICLE 21 — PENSION PLAN

- 21.01 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.

ARTICLE 22 — SCHOOL PLAN

- 22.01 Employees covered by this Agreement who are paid on a full **calendar** year basis **who** obtain a certificate covering a qualification senior to the current certificate held by **them** and **return to the employment of the Company** will be paid **the** sum of **Two Hundred and Fifty Dollars (\$250.00)** to assist in the expenses incurred by **such** employee in obtaining such certificate. Employees who obtain 3d Class Certificate or better will be paid the sum of **One Thousand Dollars (\$1000.00)**. This amount is not in addition to **Two Hundred and Fifty Dollars (\$250.00)**.
- 22.02 (a) If personnel **are** 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.
- (b) Employees will be given due consideration under the leave of absence entitlement articles within this Agreement to **undertake** any training opportunities which **they may** have opportunity to avail of through their former **employer**.

(c) The Company agrees to pursue with the Union all avenues so 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 meet 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.

22.03 Engineer Officers, Electricians or Passenger Service Supervisor/Purser renewing their 1st Aid or St. John's Ambulance Certificates will be reimbursed for the cost of the renewals of these certificates.

22.04 When an Engineer 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 of 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.

ARTICLE 23 — RATES OF PAY

Classification	2003		2004	
	Hourly	O.T.	Hourly	O.T.
3rd Engineer	\$23.04	\$34.56	\$23.73	\$35.60
Electrician	\$23.04	\$34.56	\$23.73	\$35.60
Passenger Service Representative/Purser	\$17.48	\$26.22	\$18.00	\$27.00

23.01 (a) Commencing April 1, 1997 Engineer Officers (4) paid on an annual basis will be paid (12) months salary in each year of this agreement, provided they remain employees with the company. Other Engineer Officers employed with the Company shall qualify for the twelve (12) months positions as vacancies occur in these classifications. For the cases where engineer Officers hold the same certificate, seniority with the Company will prevail.

(b) Commencing April 1, 1997 Electricians (2) paid on an annual basis will be paid (12) months salary in each year of this agreement, provided they remain employees with the Company. Other Electricians employed with the company shall qualify for the twelve (12) months positions as vacancies occur in these classifications. For the cases where Engineer Officers hold the same certificate, seniority with the Company will prevail.

- 23.02 **Engineers** holding 2nd Class Certificates **when** employed as 2nd and 4th Engineers shall receive **another** additional **Nine** Dollars and Thirty-Three **Cents** (\$9.33) per week. Engineer Officers shall receive these additional amounts during the period sea watches are in effect.
- 23.03 During the bi-weekly pay periods Employees covered by this contract will **be** paid for the classification(s) worked.
- 23.04 Engineers who **are** promoted from the Unlicensed groups for the **summer** season on **reverting** back to their **permanent** position will remain **on** Engineer's rate for a period of **three** (3) weeks or pro-rated rate.
- 23.05 The Company agrees to recognize (4) Engineer **Officers**, (2) **Electricians** and (2) **Passenger Service Representatives** for the purpose of Company Pension, Health Benefits and Weekly Indemnity.

ARTICLE 24 — SICK AND COMPASSIONATE LEAVE

- 24.01 The Company agrees to grant bereavement leave with pay on the following basis.
- (a) On the death of the employee's father, mother, **spouse**, or child, seven **(7)** days from the date of the death.
 - (b) 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.
 - (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/sister-in-law, day of the funeral.
 - (e) Seasonal employees on regular assigned shifts will be entitled to bereavement leave.
- 24.02 in each **case**, every reasonable effort shall be made by the employee to inform the Company at least two (2) **hours** prior to his scheduled working time.
- 24.03 Written application for leave of absence, other than sick leave and compassionate leave, shall be given in advance to the Company and the Brotherhood Representative by the applicant.

ARTICLE 25 — VACATION PAY AND VACATIONS

- 25.01 Licensed personnel 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 — eightpercent (8%).
- 25.02 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.
- 25.03 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.)
- 25.04 Those paid on annual basis may make application for leave of absence for vacation as outlined under Article 4:
- (a) One (1) to five (5) years employment — two (2) weeks.
 - (b) Six (6) to ten (10) years employment — three (3) weeks
 - (c) Over ten (10) years employment — four (4) weeks.
- 25.05 Provided a replacement from within Human Resources Development Canada is available, Engineer Officers requesting leave of absence for vacation purposes shall make written application thirty (30) days in advance. Such leave will be without pay and limited to four (4) weeks.
- 25.06 Vacation schedules shall be requested by April 1 of each year and shall not be changed without the consent of the affected employee. Employees who do not apply for their vacation by April 1 shall be governed by other provisions in agreement.

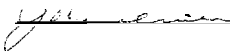
ARTICLE 26 — TERMINATION

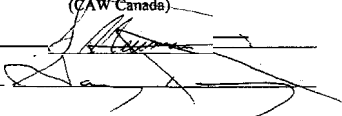
This Agreement shall become effective January 1st, 2003 and shall remain in effect until December 31, 2004 and thereafter until revised, amended or terminated subject to sixty (60) days notice in writing from either party thereto, which notice may be served any time after October 31, 2004.

Signed at Saint John's this 26 day of June, 2004.

For Bay Femes Limited

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





The Company will have the right to withdraw settlement offers, if tentative agreements are not ratified before April 25, 2003

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 committee shall be comprised of a member of each of the bargaining units and a company representative.
- D. The company agrees to work with Workplace Occupational Health and Safety Committees to ensure that appropriate **contingency** plans are implemented. These contingency plans will be developed in accordance with recognized Canadian Marine Occupational Health and Safety Regulations.

Dated 20 June 03

Signed

For employer

John Cormier _____

Date _____

Barrie Harris _____

Date _____

Donald Cormier _____

Date _____

For CAW:

~~Gary Murray~~ _____

Date Aug 5/03

Steve Newman [Signature]

Date July 10/03



ferries limited

P.O. BOX 3427 STATION "B" SAINT JOHN N.B. CANADA E2M 4X9 TEL 506 649-7

May 3, 2003
Mr. Gary Murray
CAW
Halifax, NS

SUBJECT: Outstanding Grievance - Electricians Saint John - Digby Service

Please be advised that Bay Ferries Limited will drop our demand that hours due by electricians be paid back to the company.

This offer is made only if the following conditions are met:

- (1) The offer is strictly without prejudice.
- (2) The offer is not an admission or acknowledgement of the merit of the grievance.
- (3) This resolution is not to be admitted into evidence in any future grievance.

Please confirm acceptance of this offer in writing.

Sincerely,

&Y-?

Donald Cormier
VP Operations
Bay Femes Limited



BAY ferries limited

P.O. BOX 3427 STATION "B" SAINT JOHN N.B. CANADA E2M 4X9 TEL 506 649-7705

May 3, 2003


Proposed Amendment: To the company offer tabled (April 17th, 2003) and (April 30th, 2003)

1. The Employer agrees to resolve the outstanding grievance filed by the electricians (See attached draft letter)

2. The company agrees to pay an \$ 800.00 bonus within 30 days of notification of this agreement to all licensed personnel.



Donald Cormier

May 3, 2003
Date: 

c.c. Ron Kervin

23