

**RECEIVED**  
AUG 31 2009

**AGREEMENT**

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, ELECTRICIAN OFFICERS, AND  
PASSENGER SERVICE REPRESENTATIVES/PURSERS**  
(Licensed Personnel)

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

January 12, 2009

13460(03)

## 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 Coroner's Inquest.....	7
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.....	9
Article 18 - Deduction of Dues .....	12
Article 19 - Rehabilitation.....	13
Article 20 - Government Laws and Regulations.....	13
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.....	17
Letter of Understanding.....	18

## 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 compiled and posted to the licensed personnel in the spring of each year. Such lists will show names, positions and date of last entry into the service in positions covered by this Agreement, from which date seniority will accumulate. The name of an employee shall be placed on the seniority list immediately on being employed in a position covered by this agreement. Copies of the list will be furnished to the Union Representative, the Grievance Chairman of each vessel and the President of the Local.
- (b) Any discrepancy in the seniority will be reported in writing to the Company and the security or representative of the local within sixty (60) days from the date of the posting. The list will be considered as correct if notice in writing is not given to the Company within a sixty (60) day period. Posted seniority lists cannot be altered after two consecutive years.
- 2.02 Any employee having ninety 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 service.
- 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 excepted position with the Company, will be continued on the seniority list for the group from which promoted, and he shall retain his seniority while so employed. Such person, when released from official or excepted employment, except by dismissal, may within thirty (30) days of such release, exercise his seniority rights to any position in his seniority group which he is qualified to fill, and failing to do so, will forfeit his seniority in which event his name will be placed on the bottom of the seniority list.
- 2.04 At least twenty-one (21) days prior to the commencement of the operating season, licensed personnel having completed their probationary period may apply in writing to the Company for their preferences, if any, of vessels for the operating season. Positions shall be filled on the basis of ability, certificate, conduct and seniority. Decisions 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 Officer 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 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) 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, 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 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, Electrician Officers and Passenger Service Supervisor/Purser shall be supplied with the following clothing:
- Three (3) pair of pants every year;
  - Three (3) work shirts every year (employee choice - long or short sleeved);
  - 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 per year;  
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. All 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 error 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.

#### **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 Officer 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 Committees 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 Ferries 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.

Life Insurance: \$75,000

A D & D: \$75,000

Medical: As per plan booklet – major medical change to:

- mandatory generic substitution
- drug co-pay \$5.00
- present \$60,000 lifetime maximum to "unlimited"
- eliminate smoking cessation
- eliminate fertility drugs

Weekly Indemnity: - 70% of basic weekly earnings to a maximum weekly benefit of \$750.00

- benefit reduced by other incomes
- maximum period 47 weeks
- 1<sup>st</sup> day hospital
- 4<sup>th</sup> day illness
- 47 week duration integrated with EI

(a) The carrier would pay the first 2 weeks.

(b) EI would pay the next 15 weeks.

- (c) The carrier would finish off the 47 week duration period. Note: If for some reason EI did not pay, the carrier would pay the full 47 week period.

Contribution: Employee - single \$25.00\*  
Employee - family \$40.00\*

\* Employees contribution will be first directed towards Life Premiums.

Cost Sharing: Upon completion of the 18 month premium guarantee, any premium increases to the health plan shall be cost shared on a 50% - 50% basis.

NOTE: Upon notification from the carrier of any premium increases, the Company agrees to provide the CAW Local with any experience or utilization figures provided by the carrier. The Company further agrees to arrange a joint meeting with the Local, the Company and the carrier to fully explain any adjustments.

Dental Plan: Maximum ~~annual~~ benefit - \$800 (paid by the Company)

- 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 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 November 11.
  - (e) Employees receiving free transportation cannot displace revenue producing customers.
- 17.09 Engineer Officers, Electrician Officers 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 pay a sum to the Local of \$1250 for "Lost Time for Union Business" (the **sum** is the total for both Locals 4404) in 2005 with additional sum of \$250 in each additional year of **this** agreement.
- 17.11 The Company agrees to pay a sum of \$3750 towards Paid Education Leave and Social Justice Fund in 2005 **with** additional sum of \$250 for each additional year of this agreement.
- 17.12 Successor rights. In the case of a sale, transfer of Bay Ferries 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. Employees will submit expenses to the Master of the vessel. All expenses authorized by the Master shall be paid through the petty cash.
- 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 imitation 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 amounts 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 it 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 nor in addition to Two Hundred and Fifty Dollars (\$250.00).
- 22.02 (a) If personnel are required by the Company to take training, the Company will pay all costs incurred with such training including accommodations, mileage, meals and regular wages for hours spent on the course/classroom. Overtime or travel time will not be paid in any circumstance.

The Company will not be responsible or required to pay for training which may be imposed or required by regulatory/statutory authorities to maintain certificates of competency currently held by an employee.

Note: (1) First aid training in many cases is discretionary. Consequently, if the Company imposes that first aid training be taken by an employee, regular wages will be paid; (2) Seafarers medicals in most cases is a regulatory requirement for an employee to maintain his certificate of competency, therefore the Company will not pay wages. However, the cost of the medical is a valid claim.

- (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 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

Class / Rate	Current Rates		2% January 1,2009		2% January 1,2010	
	Watchkeeping Engineer	25.18	37.77	25.68	38.53	26.20
Electrician Officer	25.18	37.77	25.68	38.53	26.20	39.30
Passenger Services Supervisor	19.10	28.65	19.48	29.22	19.87	29.81

- 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 Electrician Officers (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 Electrician 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.
- 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) Electrician Officers 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 – eight percent (8%).

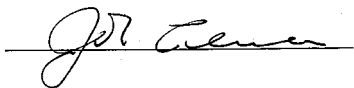
- 25.02 Upon ratification of this agreement, Vacation Pay Applicable Percentage Entitlement will be banked during each pay period. Employees will be required to take their vacation entitlement during the following year subject to seniority, available replacement and 30 days notice.
- 25.03 For Vacation 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, 2009 and shall remain in effect until January 31, 2011 and thereafter until revised, amended or terminated subject to one hundred and twenty (120) days notice in writing from either party thereto, which notice may be served any time after October 31, 2010.

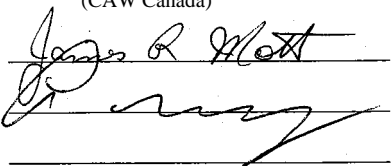
Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2009

**For:** Bay Ferries Limited



Handwritten signature on a set of three horizontal lines.

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



Handwritten signature on a set of three horizontal lines.

**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.
- E. The Company agrees to pay a \$700.00 bonus for each Licensed employee covered by this Agreement on July 1 of each year of this Agreement.

Dated: March 19/09

Signed:

For employer:

J. L. [Signature] Date March 14/2009  
\_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

For CAW

[Signature] Date Jan/21/09  
[Signature] Date Feb 1/09

22