

A G R E E M E N T

Between:

**BAY FERRIES LIMITED
YARMOUTH/BAR HARBOR**
(hereinafter referred to as the "Company")

and

**THE NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA
YARMOUTH/BAR HARBOR SERVICE
(CAW CANADA)**

(hereinafter referred to as the "Union")

for

**UNLICENSED PERSONNEL EMPLOYED IN THE
POSITIONS COVERED BY THIS AGREEMENT**

May 17, 2005

1350501

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ARTICLE 1 – RECOGNITION

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

ARTICLE 2 – SENIORITY GROUPING

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

ARTICLE 3 – SENIORITY STATUS AND LISTS

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

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

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

ARTICLE 4 – BULLETINING AND FILLING POSITIONS

- 4.01 When vacancies **occur** in the established list (19) employees **are** **per** appendix 1, or **additional** positions are created, they shall be bulletined to all **concerned** within

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

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

ARTICLE 5 -- BOARDING PASSES

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

ARTICLE 6 - FREE TRANSPORTATION AND LEAVE OF ABSENCE

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

- (b) Any employee not on approved Leave of Absence and is recalled to work to a position his/her seniority warrants and subsequently refuses the assigned position, the employee will be severed from the Company and removed from the seniority list.
- 6.05 An employee, selected as Local Chairman of the employees shall be granted reasonable leaves of absence at the consideration of the Company without pay, to enable him to carry out duties related to the administration of this Agreement. However, it is agreed that Elected delegates or the Negotiating Committee will not have their pay reduced for lost time and that the Company will be fully reimbursed by the Union Local.
- 6.06 (a) All employees will be granted reasonable transportation free for themselves and dependent family members of their immediate household on services provided by the Company during their period of employment.
- (b) Provided CSO stated standard guidelines are followed, Bay 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 retires prior to age 65 years of age, will continue to have pass privileges until age 65.
- (d) Any employee on regular shift during any part of the operating season and goes to normal lay-off will be provided free transportation until November 11.
- (e) Employees receiving free transportation cannot displace revenue producing customers.
- 6.07 In each case, every reasonable effort shall be made by the employee to inform the Company at least two hours prior to his scheduled working time.
- 6.08 The Company agrees to grant bereavement leave with pay on the following basis.
- (a) On the death of the employee's 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/sisters-in-law, day of the funeral.
 - (e) **Seasonal** employees on regular assigned shifts will be entitled to bereavement leave
- 6.09 Written application for leave of absence, other than sick leave and compassionate leave shall be given in advance to the Company (**two** copies) and the Union Representative **by** the applicant.
- 6.10 Upon **request**, the Company shall grant to the pregnant employee, leave of absence, up to a minimum of 20 weeks, before, during and **after** confinement. Such leave of absence is without **pay** or sick leave pay but without loss of seniority. The Company **retains** the right to require an employee to commence maternity leave if the **state** of her health becomes incompatible with the requirement on the job.
- 6.11 If any employee is **found** to have abused Sick Leave, he/she shall be subject to suspension and/or dismissal.
- 6.12 Unlicensed personnel required to travel from N.B. to N.S. or N.S. to N.B. for refit, joining the vessel prior to the opening of the operating season will be given a one time **annual** payment of \$60.00. However, any employee who is **required** to travel around for training prior to commencing refit employment would be entitled to a separate \$60.00.
- 6.13 Unlicensed employees who have to travel to and from dry-dock because of a Company initiated crew change will be provided with transportation through arrangements made by the Company.

ARTICLE 7 - DISPUTES AND APPEALS

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

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

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

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

- (b) Failing to resolve differences at **this** level, the griever/delegate may, within 12 business days request the General Manager to ~~meet~~ with the employee/delegate at a mutually agreed place and time to further consider the alleged differences. Within ten days of this hearing, the General Manager will advise the griever/delegate of his decision. The Union shall have ten days to ~~appeal~~ the decisions reached by the 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 procedure 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.
 - (d) 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.
- 7.02 Should **an** employee be exonerated, he shall be paid at schedule rates for time lost, if any, (one day for each twenty-four hours) less any amount **earned** in other employment, and if away from home shall, **on** production of receipts, be reimbursed reasonable expenses for traveling to and ~~from~~ the investigation.
- 7.03 The settlement of a dispute shall not under any circumstances involve retroactive pay beyond a period of ~~thirty~~ **(30)** days prior to the date that such grievance ~~was~~ submitted in writing by the employee or his representative.
- 7.04 Each member of the Arbitration Committee shall be paid his/her remuneration expenses by the party appointing him. The remuneration and expenses of the **Chairman** of the Arbitration committee shall be shared equal between the parties to the reference of such Committee.

ARTICLE 8 – UNIFORMS

8.01 The wearing of uniforms in all categories or classifications is mandatory and dress regulations will be *strictly enforced*. Employees reporting to duty without **uniforms** shall be subject to demerit **points** or option of purchasing **own** uniforms immediately through payroll deduction. The Company will supply clothing issue **within** thirty (30) **days** upon receipt of the order.

- (a) Established – General **Purpose** Bosuns, Deckhands and Stewards:
 - 1 storm jacket or floater every 3 years;
 - 2 pairs of pants every **year**;
 - 1 **baseball type** cap every year;
 - 2 coveralls every year - lightweight or **heavier** weight;
 - 1 set wet gear (minimum of every 4 years and provided old set is turned in prior to renewal);
 - 1 **pair** insulated coveralls every 3 years;
 - 2 t-shirts every year;
 - 1 hooded sweatshirt every **two** years.
- (b) Established – General **Purpose** Oilers and Maintenance:
 - 2 coveralls every year - lightweight or heavier weight;
 - 1 storm jacket or floater every 3 years;
 - 2 **pair** pants every year;
 - 1 **pair** insulated coveralls every 3 years;
 - 1 set wet gear (minimum of every 4 years and provided old set is turned in prior to renewal);
 - 2 t-shirts every year;
 - 1 hooded **sweatshirt** every **two** years.
- (c) Established – Stewards and Toll Booth:
 - 3 pair **of** blue slacks every year;
 - 5 white **shirts** (year one - 4 thereafter);
 - 1 jacket every 3 years.
- (d) Seasonal General **Purpose** Bosuns, Deckhands, & Oilers:
 - 1 **pair of** lightweight coveralls each year.
- (e) **Seasonal** Stewards **and** Toll Booth:
 - 2 shirts every **year**;
 - 2 blue slack every 2 years
- (f) 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, and the company will contribute an amount not exceed the cost of the company issued footwear on a separate cheque. All footwear shall comply with company standards and directives.

- (b) All shore staff 1 jacket every 3 years

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

ARTICLE 9 – HOURS OF WORK AND OVERTIME

- 9.01 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.
- 9.02 The bi-weekly periods for the consideration of overtime and regular rates of pay will continuous with the bi-weekly pay periods that have been in effect since April 1, 1997, and overtime and regular rate of pay entitlement is further defined as follows.
- (a) In any bi-weekly period as defined by the dates under 9.02, any hours worked in excess of 80 hours except for hours worked as call-in status, will be paid out at the overtime rate which is one and one-half (1 1/2) times the regular rate of pay.
 - (b) In any bi-weekly period as defined by the dates under 9.02, any employee who works 80 hours or less will be paid for the hours worked at the regular rate of pay.
 - (c) Any hours worked under call-in status will be paid out at the regular rate of pay.
- 9.03 Subject to a two (2) week hold back, 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 employees choice.
- 9.04 Employees detained on a vessel due to weather or vessel breakdown will receive an extra 6 hours or pro-rate regular pay for every extra 12 hour shift. The "on-coming" or relieving crew will be required to work 7 days continuous. Hereafter, upon being relieved, the crew change will take place at the normal changing times.
- 9.05 Employee required to work over 12 hours in a 16-hour span will be paid at the applicable overtime rate. Such payment will be paid out on next succeeding pay period.

ARTICLE 10 – WAGE RATES

- 10.01 The Company **agrees** to pay and the Union **agrees** to accept the wage rates defined and specified for the classification listed in appendix 2 of this agreement.
- 10.02 Unlicensed personnel will be paid on a bi-weekly basis, at the rate of the classification(s) in which they were employed.
- 10.03 An employee who is employed in more than one classification during the pay period and is entitled to overtime will be paid for the total overtime hours at overtime rate for hours worked in each position on a pro rata basis.
- 10.04 Employees when in dry-dock/refit will be provided adequate food provisions or prepared meals.
- 10.05 Upon being notified by the employee, the Company **agrees** that any error in pay in the amount of \$40.00 or more will be corrected within five (5) days of receipt of such notification.
- 10.06 Employees when required to clean tanks, separators, boilers, ports, bilges and open sewage systems, shall be paid a bonus of three dollars (\$3.00) per hour extra as “dirty money” and shall be supplied with heat while performing such duties and shall be supplied with heavy suction while painting unventilated placed.
- 10.07 If during a crew change an employee is recalled to work and is subsequently not required, such employee will be paid a minimum of four (4) hours at the straight time rate.
- 10.08 The Company **agrees** during each year of the agreement to pay a sum of \$3,500 towards Paid Educational Leave and Social Justice Fund.
- 10.09 The Company **agrees** during each year of this Agreement to pay sum upon being invoiced from the Local of \$1000 for “Lost Time For Union Business” total sum for both Locals 4315.
- 10.10 GP/Deckhands and Oilers serving on “The Cat” during two (2) trip operating schedules will receive a wage differential of twenty-five dollars (\$25.00) per day when vessels perform both voyages. Effective August 1, 2006 the rate will increase to thirty dollars (\$30.00) per day when vessel performs both voyages.
- 10.11 In the event that a non-commercial VIP harbour cruise is performed from Yarmouth or Bar Harbor and necessitates working hours in excess of normal work schedule unlicensed operating personnel shall receive pay for hours worked in excess of standard hours. All such time shall be paid a regular hourly rate of pay.

ARTICLE 11 – STATUTORY HOLIDAYS

11.01 Work on Statutory Holidays and Sundays shall be confined to only navigational duties of the ship, routine work and in loading and unloading of traffic.

11.02 The following days shall be considered Statutory Holidays:

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

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

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

ARTICLE 12 – VACATION PAY AND VACATIONS

- 12.01 Vacation pay will be included at the applicable percentage with each pay.
- 12.02 Employees covered by this agreement shall receive vacation pay on the following basis.
- one to **sixty (60)** months of employment – four percent (**4%**)
 sixty-one (**61**) to one hundred twenty (120) months of employment – six percent (6%)
 Over one hundred and twenty (120) months of employment – eight percent (**8%**)
- 12.03 For Vacation Pay purpose one (1) year will constitute a maximum of 260 days **accumulated** employed service. (Accumulated service for the purpose of **this** Article means **total** time on the Company payroll inclusive of duty time and lay off time.)

ARTICLE 13 – ATTENDING COURT

- 13.01** In cases in which the Company is involved and employees lose time by reason of being required to attend **court**, or Coroner's Inquest, or to **appear** as witnesses, such employees will be paid for time lost. Necessary **actual expenses** while away from his/her position will be allowed upon production of receipts. Any fee or mileage **accruing** shall be assigned to the Company.
- 13.02** Any employee who is **summoned** for Jury Duty or a Coroner's Inquest and is **required** to lose time from work as a result thereof, will not lose any regular wages, but will be required to remit to the Company the amount allowed for such Jury Duty or Coroner's Inquest.

ARTICLE 14 – HELD FOR INVESTIGATION OR COMPANY BUSINESS

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

ARTICLE 15 – EMERGENCY DUTIES

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

ARTICLE 16 – COMPANY SAFETY REGULATIONS

- 16.01** The Company shall provide the Health & Safety Officers appointed by the Union with copies of all Health & Safety Committee meetings from each ship within **24** hours.
- 16.03** Any health and safety concerns forwarded by the Health & Safety Committee will be investigated within 72 hours by the Company.
- 16.04** The **Local's** Health & Safety Officer will be given an open invitation to attend shipboard **safety** meetings and if the meeting date on either vessel is on a date to which the Health & Safety Officer attends and is required to **miss** scheduled work time, the Health & Safety Officer's wages will not be deducted for the necessary time **lost**.

- 16.05 The National Automobile, Aerospace, Transportation and General Workers of Canada (CAW) and Bay Femes Limited agrees to the formation of a **Safety** committee composition of such Committee will be consistent with the requirements set out in the Canada labour Code ~~Part IVG~~ and Transport Canada (Marine **Safety** Directorate).
- 16.06 the Company shall comply with regulations on noise control and hearing conservation and shall supply ~~on~~ all individual basis where ~~required~~ a hearing protection Device. The effectiveness of the hearing protection shall be reviewed by the Health and Safety Committees on each respective vessel.

ARTICLE 17 – AUTHORITY OF THE MASTER

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

ARTICLE 18 – DRILLS

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

ARTICLE 19 – STOPPAGE OF WORK

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

ARTICLE 20 – GENERAL

- 20.01 Proper, clean, dry and ventilated sleeping quarters shall be provided as far as is reasonably and economically possible.
- 20.02 The Company shall furnish each employee while onboard ships, or living in onshore accommodations with towels and soaps.
- 20.03 Officers shall assign employees on duty to clean crews quarters, mess rooms, showers and toilets daily.
- 20.04 In the event if food is served onboard the crew shall be served the same quality food as the officer.
- 20.05 Any member of the Unlicensed personnel who suffers loss of clothing and/or personal effects through marine disaster or shipwreck, shall be compensated by payment of an amount up to \$500.00.
- 20.06 It will be permissible for notices of interest to employees to be posted on a Notice Board on Vessels.
- 20.07 The Company as far as is practicable and economical, will employ their employees for work during lay-ups and refit.
- 20.08 The Trusted Pension Plan which came into force January 1, 1981 to remain in effect during the duration of this Agreement and thereafter. The contribution will be 5.25% employer – 5.25% employee of regular and statutory holiday earnings.
- 20.09 Employees covered by this agreement who are not paid on a full calendar basis and who obtain a 4th Engineer or better certificate or a 2nd or better Deck Officer Certificate and return to the employment of the Company, may be paid the sum of \$250.00 to assist in any expenses incurred by such employees in obtaining such certificates.
- 20.10 (a) Established employees shall be paid Severance Pay in accordance with the Canada Labour Code. Period of employment shall be considered as continuous for the Calculation of Severance Pay.
- (b) Seasonal employment shall be considered as accumulated time worked for the calculation of Severance Pay or Officers or Deck Officers.
- 20.11 Engineers who are promoted from the Unlicensed group for the summer season on reverting back to their permanent position will remain on the Engineer's rates for a period of (3) three weeks or the pro-rated.

- 20.12** Upon request, employees may be given reasonable opportunities to learn work of equal or higher positions during their lay-off time. **Time** spent training will be considered in promotion to positions covered by **this** agreement.
- 20.13** (a) 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) The Company **agrees to** pursue with the Union all avenues **so as** to have training (voluntary and compulsory) provided by both **Federal** and Provincial governments. However if it becomes necessary that additional funding **is required** and it cannot be obtained from levels of government, the Company and Union agree to 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.
- (c) Employees will be reimbursed for Coast Guard fees in obtaining a bridge watch or engine room rating certificate.
- 20.14** (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
- 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
- **1st** day hospital
- **4th** 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 **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 • \$700 (paid by employer)

- 20.15 Employees who have reached or those employees who attain their 65th birthday thereafter, will be **required** to accept mandatory retirement.
- 20.16 The Company to provide a portable washer and dryer when the vessels are away on drydock.
- 20.17 The Company agrees to print a reasonable number of copies of the Collective Agreement for distribution to Locals (43 15).
- 20.18 The Company **agrees** to pay for Doctor's cost for Marine Medical certificate as required.
- 20.19 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 approved by CSA. If the employee wants a different variety of device, **the** company will contribute an amount not to exceed the cost of the company supplied device. The Health and Safety **Committees** shall ensure that all devices comply with CSA standards.
- 20.20 The Company will provide CSA approved protective **footwear** to employees every 24 months of employment as per government directives.
- 20.21. Employees **will** be reimbursed for Coast Guard fees in obtaining a bridge watch or engine room rating certificate.
- 20.22 Employees submitting authorized expenses will be paid within thirty (30) days of submission.

- 20.23 Employees renewing their 1st Aid or St. John's Ambulance Certificates will be reimbursed for the **cost** of the renewals of these certificates.
- 20.24 The company **agrees to** pay for new or to renew passports.
- 20.25 Unlicensed **personnel** serving on company's vessels or employed in lay-up, refit and maintenance and not provided with meals will be compensated \$30.00 per day while employed in Canada and \$30.00 USD when employed in the United States or other locations outside of Canada. Amount to be adjusted for inflation in 2006 based on 2005 CPI.
- 20.26 Unlicensed personnel required **to** travel to and from the vessel in drydock on company initiated **crew** change will be provided with transportation and meals **through** arrangement made by the company.
- 20.07 **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.
- 20.08 The Company **agrees** to the formation of an employee assistance program committee composed of Company and Local CAW Representatives. Such committees shall be instituted within 60 **days after** ratification of **this** agreement.

ARTICLE 21 – DEDUCTION OF DUES

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

- 21.05** If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction will be made from the wages of such employee by the Company in such month. The Company shall not because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages and dues not deducted in an earlier month.
- 21.06** Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, shall be made from wages prior to the deduction of dues.
- 21.07** The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the officer of the Union not later than fifteen (15) calendar days following the pay period in which the deductions are made.
- 21.08** The Company shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust the amount directly with the employee. In the event of any mistakes by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the designated officer or officers of the Union.
- 21.09** In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to Article 21.01, all parties shall cooperate fully in the defense of such action.
- 21.10** Each party shall bear its own cost of such defense except that if at the request of the Union, Counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction from payrolls.

ARTICLE 22 – REHABILITATION

- 22.01** When mutually agreed between the proper officer of the Company and the representative, an employee who has become unfit to follow his usual occupation may be placed in a position covered by this Agreement which he is qualified to fill, notwithstanding that it may be necessary to displace an able-bodied junior employee to provide suitable employment for him/her. An employee placed in another seniority group will accumulate seniority in such group only from the date he/she starts work therein.

- 22.02 **An** employee placed in a position under the provisions **of** this Article shall not be displaced by an able-bodied employee so long as he remains in such position. Should he/she subsequently recuperate, he/she **shall** be subject to displacement, in which case he/she shall exercise his/her seniority rights in the seniority group for which he/she came with his/her former seniority standing.

ARTICLE 23 – GOVERNMENT LAWS AND REGULATIONS

- 23.01 Nothing contained in this Agreement shall be construed **as** to render null and void the obligations **of** the signatories under the provisions **of** the Canada Shipping Act or other Government legislation or regulations, nor to impair in any manner whatsoever the absolute authority **of** the Master.
- 23.02 Neither the Union nor the Company will interfere directly or indirectly with the rights granted under Section 183 or 184 of the Canada Shipping Act.

ARTICLE 24 – SUCCESSOR RIGHTS

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

ARTICLE 25 – SCHEDULE CHANGE NOTIFICATION

- 25.01 The Company will provide the Executive **of** the **Locals** (4315) the earliest reasonable advanced notice possible if there is a change in the printed operating schedule.

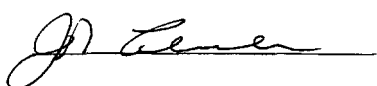
ARTICLE 26 – TERMINATION OF AGREEMENT

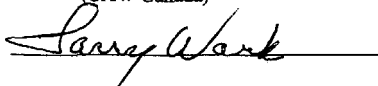
- 26.01 This Agreement shall become effective January 1st, 2005 and shall remain in effect until September 30, 2007 and thereafter until revised, **amended** or terminated subject to sixty (60) days notice in writing from either **party thereto**, which notice may be served any time after July 1, 2007.

Signed at Halifax this 25 day of May, 2005

For: Bay Femes Limited

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





APPENDIX 1

Unlicensed Group – Established Positions

(Yarmouth/Bar Harbor)

Established Positions (Group 1)	Number
General Purpose/Bosun	2
Sub-Total	8
Established Positions (Group 2)	
General Purpose/Oilers	2
Established Positions (Group 3)	
Customer Service Supervisor	1
Cashier	6
Maintenance	2
Sub-Total	9
Total	19

LETTER OF UNDERSTANDING


- A. The Company **agrees** to meet with the Union 90 days in advance to present **planned** or **known** drydock, refit or lay-up activities.
- B. The Company agrees ~~that~~ a **minimum** of 2 maintenance positions at Bar Harbor are to be identified **as** Canadian citizens CAW members covered by the Bay Femes Limited collective agreement.
- C. The Company **agrees** to the formation of a LTD Committee, the purpose of which will be to identify alternatives for the reduction of the LTD benefits.
- D. During the negotiations the parties discussed health effects on employees associated with excessive heat and humidity conditions in the workplace.

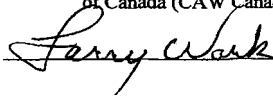
The Company **agrees** to work with Workplace Occupational Health and Safety Committees to ensure that appropriate contingency plans **are** implemented. These Contingency plans will be developed in accordance with recognized Canadian Marine **Occupational** Health and Safety Regulations.
- E. The Company **agrees** to meet with a Committee headed by the **Local** CAW Chairman in order to **discuss** the impact on employees covered by this Collective Agreement if "The Cat" **was operated between Yarmouth, Nova Scotia and Portland, Maine**. The objective of the meeting **would be to discuss** impacts on the members of the CAW Local and any new job opportunities which may be **created**.
- F. The Company **agrees** that Officer cadets will not be housed in the Bar Harbor terminal bunkhouse unless there is **mutual** agreement to do so **as** expressed by the Local CAW Chairman.

Dated: May 25/04

Bay Femes Limited

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

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APPENDIX 2

Bay Femes Ltd.
Pay Rates
Unlicensed – Yarmouth/Bar Harbor

Rates of Pay
Unlicensed Group - Yarmouth/Bar Harbor

Classification	2%		2%		2%	
	January 1, 2005		November 1, 2005		August 1, 2006	
	Hour	O.T.	Hour	O.T.	Hour	O.T.
GP Deck	17.49	26.24	17.84	26.76	18.20	27.29
GP Bosun	18.03	27.05	18.39	27.59	18.76	28.14
GP Oiler	17.49	26.24	17.84	26.76	18.20	27.29
Cashier	17.41	26.12	17.76	26.64	18.11	27.17
Maintenance	18.00	27.00	18.36	27.54	18.73	28.09
Customer Service Sup.	18.03	27.05	18.39	27.59	18.76	28.14

26