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A G R E E M E N T

Between:

**BAY FERRIES LIMITED
YARMOUTH/BAR HARBOR/PORTLAND
(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**

March 19, 2009

13565(02)

Table of Contents

Article 1	- Recognition.....	1
Article 2	- Seniority Grouping.....	1
Article 3	- Seniority Status and Lists.....	1
Article 4	- Bulletining and Filling Positions	3
Article 5	- Boarding Passes.....	5
Article 6	- Free Transportation and Leave of Absence.....	5
Article 7	- Disputes and Appeals.....	7
Article 8	- Uniforms	9
Article 9	- Hours of Work and Overtime	10
Article 10	- Wage Rates	10
Article 11	- Statutory Holidays	11
Article 12	- Vacation Pay and Vacations	12
Article 13	- Attending Court	12
Article 14	- Held for Investigation or Company Business.....	13
Article 15	- Emergency Duties	13
Article 16	- Company Safety Regulations.....	13
Article 17	- Authority of Master.....	14
Article 18	- Drills	14
Article 19	- Stoppage of Work.....	14
Article 20	- General.....	14
Article 21	- Deduction of Dues	18
Article 22	- Rehabilitation.....	19
Article 23	- Government Laws and Regulations	19
Article 24	- Successor Rights	19
Article 25	- Schedule Change Notification	20
Article 26	- Termination of Agreement.....	20
Appendix 1	- Unlicensed Group - Established Positions	21
Letter of Understanding	22
Appendix 2	- Pay Rates.....	23

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 Customer Service Associates.
 - (4) Steward employees as one group, 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 rules 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 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 Ferries employees on payroll at the time, will be granted free transportation in each calendar year for themselves and their immediate household dependent family members on services provided by Bay/Northumberland Ferries Limited.
- (c) Any employee with five years continuous service and 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

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:

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.

ARTICLE 7 - DISPUTES AND APPEALS

- 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.
- 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.
- 6.11 If any employee is found to have abused Sick Leave, he/she shall be subject to suspension and/or dismissal.
- 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.
- 6.09 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.
- (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

- (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 will be presented to the Company officer designated by his/her supervisors. Grievances shall be dated and signed by the grievor or delegate 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 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 grievor/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 reponing 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 sweatshin 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 to 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 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 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 employee's 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.

- 9.06(a) 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.
- (b) Exclusive to the operation of the Yarmouth/Portland run "The Cat", Unlicensed personnel required to work beyond 10:00 p.m. Sunday night or 9:00 p.m. on other nights due to the repositioning of the vessel to Bar Harbor, will be compensated at the rate of time and one half of their regular rate of wages for the time worked. Time to be recorded in fifteen minute increments.

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, voids (including inter-costals), 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 places.
- 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 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 – HELDFOR 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 Ferries 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 (a) 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 \$800.00.
- (b) Unlicensed personnel who suffer loss of clothing and/or personal effects while traveling on company business via air and is not compensated by the air carrier will be compensated by the company up to a maximum of \$800.00.
- 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 for 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 - \$800 (paid by the Company).

In the event that an employee/member has a spouse who is working and that spouse has benefits at his/her place of work, then and only then can your employee/member choose to opt out of the health benefit.

The premium for employees waiving medical benefits will be calculated on the balance at the same percentage level as those receiving the full benefits.

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 (4315).

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 \$38.00 per day while employed in Canada and \$38.00USD when employed in the United States or other locations outside of Canada.
- 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.
- 20.27 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.
- 20.28 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
- 20.29 The Company agrees during each year of the agreement to pay a sum of \$3,500 towards Paid Educational Leave and Social Justice Fund.
- 20.30 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.
- 20.31 Sexual Harassment and Human Rights. A policy on sexual harassment and human rights shall contain the following provision.

(a) All employees have the right to the harassment-free workplace. Employees engaging in such activity are subject to disciplinary action up to and including dismissal.

(b) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any individual that might, on reasonable grounds, be perceived by that individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

Note: Sexual harassment is generally comprised of objectionable and offensive behaviour which may occur once or repeatedly. Unwelcomed sexual advances, requests for sexual favours, and other verbal, pictorial or physical conduct of a sexual nature constitutes sexual harassment.

(c) Personal harassment is a disruptive, work related problem which can occur in any form and at any level – between peers, supervisors to subordinates, subordinates to supervisor, or employees to clients. It is unacceptable behaviour which denies individuals their dignity and respect, and which threatens to affect the well being or job performance of an individual and is found to be offensive, embarrassing or humiliating.

(d) An employee who alleges that he/she has been subject to harassment may contact the employee assistance counsellor to request assistance with the problem. In the alternative, an employee who alleges he/she has been subjected to harassment may follow the steps contained in the Harassment in the Workplace Policy through the internal redress procedure. Employees maintain the option of filing a formal complaint with the Canadian Human Rights Commission.

(e) The Employer shall post a policy regarding harassment in the workplace.

20.32 Unlicensed established personnel who return to work and complete the 2009 operating season, will receive a \$200.00 payment on October 1, 2009.

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 initiation or reinstatement fees uniformly required of all other such applicants by the Local concerned. Membership shall not be denied for reasons of race, national origin, 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.

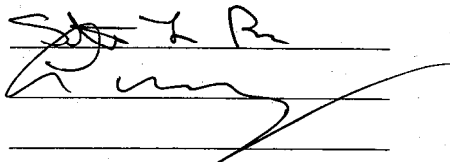
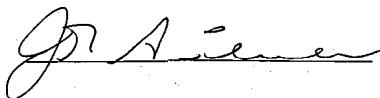
ARTICLE 26 – TERMINATION OF AGREEMENT

This Agreement shall become effective October 1, 2008 and remain in effect until September 30, 2010 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 August 1, 2010.

Signed at Charlotte Town this 16 day of JUNE, 2009

For: Bay Ferries 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/Deckhands	6
General Purpose/Bosun	2
Sub-Total	8
Established Positions (Group 2)	
General Purpose/Oilers	2
Established Positions (Group 3)	
Customer Service Supervisor	1
Customer Service Associate	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 Ferries Limited collective agreement.
- C. 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.

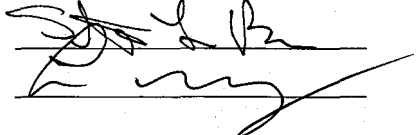
- D. The Company agrees to meet with a Committee headed by the Local CAW Chairman in order to discuss the impact on employees covered by this Collective Agreement if "The Cat" was operated between Yarmouth, Nova Scotia and Portland, Maine. The objective of the meeting would be to discuss impacts on the members of the CAW Local and any new job opportunities which may be created.
- E. 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: June 16, 2009

Bay Ferries Limited

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





APPENDIX 2

Bay Ferries Ltd.
Pay Rates
Unlicensed - Yarmouth/Bar Harbor

Yarmouth/Bar Harbor/Portland Unlicensed Group- Pay Rates				
Classification	2%		2%	
	October 1, 2008		October 1, 2009	
	Hourly	OT	Hourly	OT
GP Deck	\$ 18.93	\$ 28.40	\$ 19.31	\$ 28.97
GP Bosun	\$ 19.52	\$ 29.28	\$ 19.91	\$ 29.87
GP Oiler	\$ 18.93	\$ 28.40	\$ 19.31	\$ 28.96
Cashier	\$ 18.84	\$ 28.26	\$ 19.22	\$ 28.83
Maintenance	\$ 19.48	\$ 29.22	\$ 19.87	\$ 29.80
Customer Service Sup	\$ 19.52	\$ 29.28	\$ 19.91	\$ 29.87