

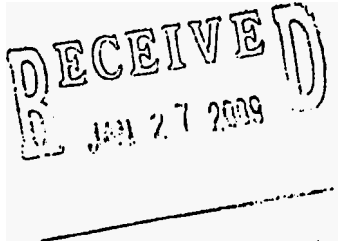
COLLECTIVE AGREEMENT

BETWEEN

THE ST. LAWRENCE SEAWAY MANAGEMENT CORPORATION

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA



CORNWALL HEADQUARTERS GROUP

April 1, 2008 – March 31, 2011

Signed December 10, 2008

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Between:

THE ST. LAWRENCE SEAWAY MANAGEMENT CORPORATION, a body corporate, hereinafter referred to as "The Corporation" or "The Employer".

and

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (Headquarters Building, Cornwall), hereinafter referred to as "The Union".

GENERAL

Wherever the masculine gender appears in this Agreement, it shall also mean the feminine gender unless the context requires otherwise.

ARTICLE 1

Definitions

- 1.1 ASSIGNMENT - The function to which an employee of the Corporation has been appointed with reference to the time, the location and the position.
- 1.2 CLASSIFICATION - The title describing the job content of a position to which an agreed wage rate applies.
- 1.3 DAY - The period between midnight of one calendar day and midnight of the next. Reference to days in this Agreement shall mean work days unless otherwise specified.
- 1.4 EMPLOYEES COVERED BY THIS AGREEMENT - Present and future employees of the Corporation, as described by the Canada Labour Relations Board certificate issued January 11, 1960 and amendments thereof, who are assigned to positions classified in APPENDIX "A" or amendments thereof.
- 1.5 LAID-OFF EMPLOYEE - An employee separated from the service of the Corporation by reason of the abolition of his position, or by reason of being replaced by another employee in the exercise of his seniority rights.
- 1.6 MONTH - Unless otherwise indicated herein, means the period between similar dates in consecutive calendar months.
- 1.7 POSITION - An aggregation of duties, tasks and responsibilities, requiring the services of one individual. Positions may be created by the Corporation on a temporary basis for a limited duration or on a permanent basis for an indefinite term during the pleasure of the Corporation.

- 1.8 OVERTIME - There are three types of overtime covered by this Agreement:
- i) Scheduled overtime: Overtime, other than continuous overtime, which is separated from the employee's previous work period by a minimum of eight (8) hours and of which an employee has received notice at least eight (8) hours in advance;
 - ii) Continuous overtime: That which immediately precedes or follows the regularly assigned hours of work of the employees concerned;
 - iii) Any other overtime.
- 1.9 WEEK - Seven calendar days, Monday to Sunday inclusive.
- 1.10 YEAR - The calendar year.
- 1.11 Seniority Group - Means the employees on the seniority list for the Cornwall Headquarters Group.
- 1.12 SPOUSE - the person
- i) Who is legally married to the employee through an ecclesiastical or civil ceremony or
 - ii) Who, although not married to the employee, cohabits continuously with the employee in a conjugal relationship, which is recognized as such in the community in which the employee resides, for at least one year. The term "conjugal relationship" shall be deemed to include a conjugal relationship between parties of the same sex.

ARTICLE 2

Recognition and Purpose ✱

- 2.1 The Corporation recognizes The National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W.) as the sole bargaining agent for the employees covered by this Agreement and agrees to negotiate with the Union on matters affecting the wages and working conditions of the said employees.
- 2.2 The purpose of this agreement is to provide orderly collective bargaining procedures between the Corporation and the Union, to secure prompt and equitable disposition of grievances, to describe working conditions, hours of work and wages for the employees of the bargaining unit, and to prevent interruptions of work and interference with the efficient operation of the Corporation's business.

ARTICLE 3

Union Business

- 3.1 Necessary leave of absence without pay may be granted to employees covered by this Agreement for the purpose of attending general or special meetings of the Union, and for education leave organized by the C.A.W. Necessary leave of absence without pay shall also be granted to such employees as are elected or appointed to full-time positions in the employ of the Union; leave under this Article must be expressly approved by the Corporation but such approval shall not be unreasonably withheld. The name of an employee covered by this Agreement shall be continued on the seniority list while he is on such leave.
- 3.2 Necessary leave of absence without pay will be granted to employees for the purpose of collective bargaining. However, six members of the collective bargaining team regrouping the Operational and Maintenance Group Representatives and the Cornwall Headquarters Group Representative shall be paid for such leave, at his regular or acting rate for each day of face to face collective bargaining meetings between the parties; leave under this Article must be expressly approved by the Corporation but such approval shall not be unreasonably withheld.
- 3.3 At points or in offices, etceteras, where bulletin boards are maintained by the Corporation for posting of notices of interest to the employees covered by this Agreement, it shall be permissible for the Union to maintain a similar board for the same purpose, and in addition, where no bulletin board is maintained by the Corporation, the Union may do so upon obtaining permission.
- 3.4 The Corporation shall supply to the local chairperson a copy of the following information at the end of each month:
- a) Active CHQ employees on permanent, temporary or flex part-time status, with an indication of payment of dues to a Union local;
 - b) The hourly rate and classification of said CHQ employees;
 - c) The published telephone numbers of said CHQ employees;
 - d) Employees removed from the active CHQ employee list for reason of layoff during the month:
 - e) Employees added to the active CHQ employee list for reason of recall during the month:
 - f) CHQ bargaining unit employees on layoff at month end;
 - g) CHQ employees who have lost seniority (list supplied in January each year only);
 - h) Copy of any letters of agreement reached with another local of the bargaining unit.
- 3.5 The Corporation will provide a copy of the Collective Agreement in booklet form to the employees covered by this agreement within sixty (60) days of its signature by the parties. Union representatives will receive booklets containing both versions, and the text of the Agreements will be published on the Intranet.

- 3.6 The Corporation agrees to provide, for the business of the Union Committee in each local area of employment, a Union office with a desk, chairs, telephone/voice mail services, computer, Intranet, printer, photocopying services and a locking filing cabinet.

ARTICLE 4

Union Management Consultation Committee

- 4.1 Recognizing the community of interest in the efficient operation of the Seaway and believing that the basis of good industrial relations rests upon satisfactory co-operation, the Corporation and the Union agree to work together in the establishment and operation of a Union Management Consultation Committee.
- 4.2 The Union Management Consultation Committee shall be composed of up to four (4) Representatives appointed by the Corporation and up to four (4) Representatives appointed by the Union. Chairpersonship shall alternate between a Corporation Representative and a Union Representative as decided by the Committee.
- 4.3 The Committee shall meet on a bi-monthly basis, at the call of the Chairperson, to discuss ways and means of improving working methods and efficiency; of eliminating waste; of pursuing employee training and development; of maintaining good morale; and of promoting social and recreational activities.

ARTICLE 5

Grievance Procedure

- 5.1 Employees are encouraged to discuss all problematic situations with their immediate supervisor as soon as possible, with the aim of finding a solution.

Should an employee or the Union believe that an employee has been unjustly dealt with, or that the provisions of this Agreement have not been complied with, the following procedure shall apply:

Step 1 – Complaint Stage

A complaint **shall** be presented to the supervisor concerned within twenty (20) days of the date of the alleged incident, by not more than two (2) Union representatives, with the employee concerned. The supervisor shall render his decision within ten (10) days, and communicate it to the Union.

Step 2 – Grievance

If the complaint is not adjusted to the satisfaction of the Union and the employee Concerned under Step 1, the Union may file a grievance with the concerned employee's manager. Should the Union choose to file a grievance, it must do so with ten (10) days of the Step 1 decision or in the absence of a Step 1 decision within ten (10) days of the expiration of the Step 1 time limits to make a decision. The manager shall render his decision within fifteen (15) days.

Step 3 – Grievance

If the grievance is not adjusted to the Satisfaction of the Union under Step 2, it shall be taken up within twenty (20) days to the Director, who shall render his decision for the Corporation within fifteen (15) days.

- 5.2 If the Union and the Corporation are unable to agree to the adjustment of any grievance either party may, in writing, within sixty (60) calendar days, refer the grievance to an Arbitrator. Should neither party choose to refer the grievance within the time period herein, the grievance shall be deemed to have been abandoned.

- 5.3 The parties agree to name Mr. Michel Picher or Mr. JFW Weatherill, as **sole** Arbitrator, to arbitrate all outstanding grievances under this Agreement.

If Mr. Picher or Mr. Weatherill cannot find an available date within ninety (90) days for a hearing, the parties agree to name another Arbitrator to cover such situations.

If mutual agreement cannot be reached as to the selection of an Arbitrator, either party may then request the Federal Minister of Labour to appoint an Arbitrator.

- 5.4 An Arbitrator, to which a matter is referred, shall hear all evidence in the case and shall render a decision, which decision shall be final and binding upon the parties to this Agreement.

- 5.5 The costs of the Mediator or Arbitrator, shall be borne equally between the parties to this Agreement.

- 5.6 An Arbitrator is not authorized to alter, modify, or amend any part of this Agreement provided that the Arbitrator shall have the power to make a just and equitable determination of questions concerning discipline and discharge and this shall include the right to award with, or without, degrees of compensation.

- 5.7 The Corporation and/or the Union may request the arbitrator to act as a Mediator-Arbitrator. This process would allow the mediator to resolve the dispute before arbitration if a mutual agreement can be reached between the Company and the Union.

- 5.8 Before an arbitration takes place, both parties will meet for discovery to ensure full disclosure of information pertinent to the case and avoid surprises during the mediation/arbitration process.

- 5.9 The time limits provided for by this Article may be extended by mutual agreement between the parties, but no matter shall be nullified through a technical question raised in respect to a lapse of time occurring due to a reasonable oversight or resulting from a misunderstanding or reasonable delay. On this basis, grievances and complaints under this article will be declared resolved or dropped as soon as such a decision has been made by the Union.

- 5.10 Upon application, the Union Committee of not more than three (3) employees shall be granted necessary leave of absence with pay for investigation and presentation of complaints or grievances.

ARTICLE 6

Check-Off - Union Dues

- 6.1 The Corporation shall, subject to the conditions and exceptions set forth hereunder, deduct from wages due and payable to each employee coming within the scope of this Collective Agreement, an amount equal to the prevailing dues of the Union, including initiation fees, and shall remit the same by cheque, (accompanied by a statement of deductions from individuals) to the Union Local Secretary-Treasurer, not later than fifteen (15) calendar days following the month in which the deductions are made.
- 6.2 The amount to be deducted shall be equivalent to the prevailing regular dues payment of the Union and shall include initiation fees, or special assessments when applicable to all members. The amount to be deducted shall not be changed during the term of the Agreement except to conform to a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this Article shall be applicable to the Union on receipt by the Corporation of notice in writing from the Union of the amount of regular dues.
- 6.3 Weekly deductions shall commence on the payroll from the first 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.
- 6.4 If the wages of an employee payable on the payroll for any pay period are insufficient to permit the deductions of the full amount of dues, no such deduction shall be made from the wages of such employee by the Corporation in such pay period. The Corporation shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted earlier.
- 6.5 It is understood and agreed that deductions for income tax, unemployment insurance, contributions in accordance with the SLSMC Private Pension Plan, the Public Superannuation Act and the Canada Pension Plan shall be made from wages prior to the deduction of dues.
- 6.6 The Corporation shall not be responsible financially or otherwise, either to the Union or to an employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from any employee's wages, the Corporation shall adjust it directly with the employee. In the event of any mistake by the Corporation in the amount of ~~its~~ remittance to the Union, the Corporation, shall adjust the amount in a subsequent remittance. The Corporation's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers of the Union.
- 6.7 In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Corporation pursuant to Article 6.1, both parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Corporation from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

ARTICLE 7

Classification and Rates of Pay

- 7.1 Employees covered by this Agreement shall be assigned to positions which are classified and rated in conformity with the classification levels, wage rates and salary ranges listed in APPENDIX "A" or in conformity with such classifications as adopted by mutual agreement.
- 7.2 Employees required to work for one (1) hour or more at a higher-rated position shall receive the higher rate while ~~so~~ employed with a minimum ~~of~~ one-half (1/2) day's pay (four (4) hours or three and three-quarter (3-3/4) hours depending on the normal daily working hours involved in the acting position) at the higher rate. Employees required to work at a lower-rated position shall not have their rate reduced.
- 7.3 The Joint Job Evaluation Plan for clerical, technical and stores positions shall continue in effect during the term of this Agreement. Rates of pay for each classification shall be established or modified in accordance with APPENDIX "A" of this Agreement. The plan may be modified or replaced by mutual agreement between the Corporation and the Union.
- 7.4 Rates of pay for other classifications created during the term of this Agreement shall be established by mutual agreement between the Corporation and the Union.
- 7.5 Rates of pay for other positions whose duties and responsibilities have been substantially changed shall be established by mutual agreement between the Corporation and the Union.
- 7.6 An employee in a position whose classification level is adjusted downward under the Job Evaluation Plan implemented January 1, 2002, shall retain his rate and his right to general increases until the date he ceases to hold the position.
- 7.7 The Joint Job Evaluation Committee will evaluate newly created or modified positions according to the provisions of the new Job Evaluation Plan and the procedures agreed to.
- 7.8 Pay days will be every Thursday. Pay cheques will be made available at the time of relief to shift workers coming off their last shift on Wednesday. Where direct bank deposit applies, a pay slip detailing earnings and deductions will be remitted to the employee no later than Thursday. Direct deposits will be made no later than the opening of banking hours Thursday morning. When Thursday coincides with a holiday, the deposit will be made on the preceding workday.
- 7.9 Wage increases
- Effective April 1, 2008 increase wage rates by 3.0% in the first year of the Agreement, 3.0% in the second year of the Agreement and 3.25% in the third year of the Agreement.

ARTICLE 8

Safety and Health

- 8.1 The Company shall institute and maintain all necessary precautions to ensure every worker a safe and healthy workplace and to protect the environment. The company shall comply in a timely manner with the *Canada Labour Code*, its regulations, codes of practice, and all relevant environmental laws, regulations, and codes of practice in effect. All standards established under these laws shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health and Safety Committee.
- 8.2 The Union will encourage its members to use all safety equipment provided and to follow accident prevention rules and regulations.
- 8.3 The Joint Local Health and Safety Committee (JHSC) for Cornwall Headquarters, during the life of the **2008-2011** Agreement, will be comprised of a total of four members, two elected or appointed members representing the Union and two members representing Management.

Each member of the Joint Health and Safety Committee (JHSC) shall be certified as required. During all absences, both parties shall recognise a substitute member as designated.

- 8.4 In accordance with the *Canada Labour Code*, necessary leave with pay will be granted to every member of the Safety Committee, at his regular or acting rate, to attend meetings of the committee or to carry out any affairs as mandated in the minutes of the Committee. The union members of the Safety Committee shall be afforded the opportunity to meet for one (1) hour prior to the full Committee meeting. Requests for necessary leave under this Article shall be submitted to the employee's supervisor as far in advance as possible and in accordance with meeting schedules arranged by the co-chairpersons to avoid disruption of the Corporation's business activities. Approval by the supervisor will not be unreasonably withheld.
- 8.5 Employees required to wear safety footwear because they hold positions designated in the Corporation's Safety Footwear Policy shall be paid an amount of **\$150.00** for cost reimbursement of purchasing each year or every two (2) years such safety footwear, as per the applicable footwear payment schedule, thereby wearing at work safety footwear in good condition. Special consideration shall be given to employees with foot deformities.
- 8.6 The Corporation will continue its practice of supplying at no cost to the employees concerned the clothing apparel such as coveralls, gloves, uniforms, winter parkas, and the required safety equipment other than safety footwear, as per the Corporation's schedules of replacement.

- 8.7 The Corporation, the Union and the employees agree to comply with relevant legislation providing rights of work refusal in unsafe conditions. The parties recognize the importance for the employee and the supervisor of resolving health and safety concerns before they become work refusals and without negatively impacting customer service. The company shall ensure that all employees are informed about their right to refuse hazardous work which may harm them or others. If an employee exercises his or her right to refuse he or she shall notify the supervisor and a Union representative of the health and safety committee. He or she shall stand by in a safe place and participate fully in the investigation of the hazard. No employee shall be discharged, penalized or disciplined for acting in compliance with the *Canada Labour Code Part II*, and its regulations, unless the employee exercises those rights knowing that no circumstances existed that would warrant it, or has willfully abused those rights.
- 8.8 The Corporation agrees that the Committee shall have the right to investigate dangerous circumstances at the workplace at any time. Dangerous circumstances include any procedure, part of a workplace or any equipment, machine, device, article or thing which may harm a person or the environment. The co-chairperson or alternate shall be allowed to accompany government inspectors on an inspection tour of the Corporation's facilities.
- 8.9 The Health Representatives of the Corporation shall not reveal any health information concerning a present or past employee to a third party, unless as provided by law, without the written consent of the employee for each occasion upon which health information is required.
- 8.10 Alcohol and drug abuse is recognized to be a serious medical and social problem that can affect employees and their performance. The Corporation and the Union have a common interest in encouraging early intervention and assisting employees towards full rehabilitation. The Corporation will continue to apply a comprehensive approach towards dealing with alcohol and drug abuse and its related problems, through employee and family assistance programs, educational programs and the application of the Corporate policy on this matter. Group Insurance programs will continue to be provided while employees are undergoing rehabilitation.
- 8.11 Discrimination– Harassment
- The Corporation and the Union agree that there shall be no discrimination or harassment exercised or practised by either of them or by any of their representatives, with respect to any employee by reason of race, national or ethnic origin, colour, religion, age, sex (including pregnancy or child-birth), sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted. The Corporation and the Union also agree to respect the employee's legitimate participation in the Union's lawful activities.
- 8.12 The joint policy on Discrimination/Harassment in the workplace, as appended to this Collective Agreement, applies to all employees covered by this Agreement.

ARTICLE 9

Regular employment

- 9.1 Recognizing the desirability of regular, year round employment for its employees, the Corporation agrees to provide regular employment for the employees covered by this Agreement, who are in permanent positions and have been in the service of the Corporation for at least ninety (90) days and who are not displaced either as a result of the abolition of a position, as the result of disciplinary action, or as the result of the exercise of seniority rights by another employee.
- 9.2 Regular employment means employment for not less than 2080 hours in each year, or 1950 hours for office employees. Hours made up by paid holidays, leave with pay, disability due to sickness or injury, voluntary absence, absence resulting from disciplinary action, and absence due to fires, floods, strikes or other emergencies, whether like or unlike those enumerated, shall be part of the 2080 or 1950 hours.

ARTICLE 10

Seniority

- 10.1 An employee covered by this Agreement will acquire, and be entitled to exercise seniority rights only after he has worked for the Corporation a total of sixty (60) days cumulative within any twelve (12) month period.
- After seniority is acquired, it shall date from the first (1st) day of the sixty (60) day cumulative period. An employee laid *off* for released because his service is deemed unsatisfactory during his probationary period of employment shall not be entitled to exercise seniority rights.
- 10.2 A seniority list will be maintained for all employees covered by this Agreement at the Headquarters Building in Cornwall.
- 10.3 Employees with the same seniority date shall be ranked on the seniority list **as** determined by a draw, supervised by the Corporation with the Local Chairperson present. The seniority list shall be posted in January of each year. Such list shall show names, positions and established dates of entry into the service. Copies of the list shall be furnished to the local officers of the Union.
- 10.4 Protests in regard to seniority status must be submitted in writing, in accordance with the grievance procedure set in Article 5 of the collective agreement at Step 2, within sixty (60) days of publication of the listing being protested. When proof of error **is** presented by an employee or his representative, such error will be corrected, and when so corrected, the agreed-upon seniority date shall be final. No change shall be made in the seniority date accredited to an employee who has appeared on two (2) consecutive annual seniority lists unless it has been duly protested.

- 10.5 a) The name of an employee who is promoted from a position covered by this Agreement to an excepted or Supervisory Group position with the Corporation shall be continued on the seniority list of the group from which promoted and he shall retain his date of seniority while ~~so~~ employed for a period of one (1) year. Thereafter, the employee's seniority date shall be adjusted to reflect non-accrual of seniority for a subsequent period of up to two (2) years. At the conclusion of the three-(3) year period, the employee's name shall be removed from the seniority list. Such an employee, when released as a permanent incumbent from employment in an excepted or Supervisory Group position may, within thirty (30) days of such release, exercise his seniority rights to displace a junior employee in any position which he is qualified to fill and which is not higher-rated than the classification from which he was promoted, Failing to exercise his seniority in this manner it shall be forfeited and his name shall be dropped from the seniority list.
- b) Upon return from ~~a~~ temporary bulletined or non-bulletined assignment in an excepted or Supervisory Group position, the employee shall be immediately returned to the temporary assignment from which he was promoted or to his permanent position and accorded the provisions of Article 12.9.
- 10.6 If an employee transfers to a seniority group of the Operational and Maintenance Collective Agreement, he shall be accorded seniority in the new seniority group from the date he commences work at his new position and his name shall be continued unchanged on the seniority list from which he transferred, but while filling the position to which he transferred, he will not be allowed to exercise the seniority in his former seniority group to positions bulletined in that group. Such an employee, if released or displaced, from the position to which he transferred, must within ten (10) days from such release or displacement:
- a) Subject to the provisions of the Operational and Maintenance Agreement, exercise in writing his seniority to another position in the seniority group to which he transferred which carries the same or lower job class (maximum rate) or annual rate of pay as the position abolished or from which he was displaced, or:
- b) Exercise in writing his seniority to a position in the seniority group from which he transferred which carries the same or a lower job class (maximum rate) or annual rate of pay as his former position. Unless he fails to establish the fact during a thirty-(30) day trial, he will be deemed to be qualified to return to his former position, which may have been changed during his absence.

After exercising his seniority such an employee must commence work on the position ~~of~~ his choice within thirty (30) days ~~of~~ such release or displacement unless prevented by illness or other cause for which bona fide leave ~~of~~ absence has been granted; otherwise he will forfeit his seniority in both seniority groups and his name shall be removed from both seniority lists.

Once having exercised his seniority in accordance with (b) above, an employee will forfeit his seniority in the seniority group of the Operational and Maintenance Agreement and his name shall be removed from that list.

- 10.7 An employee who has been discharged and is subsequently reinstated in the service in a position covered by this Agreement, unless reinstated with his former seniority, will only be allowed seniority from the date of re-entry into the service. An employee, who is not reinstated with his former seniority standing within one (1) year of the date of his discharge, may only be **so** reinstated by agreement between the Union and the Corporation.

ARTICLE 11

Probation

- 11.1 Notwithstanding anything in this Agreement, a new employee will be required to serve a cumulative probation period of ninety (90) days worked or any combination of seven hundred and twenty (720) scheduled hours worked other than unscheduled overtime during which the Corporation retains the right to release him if he is found to be unsuitable.

In the event of release, the Local Chairperson will be supplied with reasons by the manager concerned, or his delegate.

A grievance by the Union may be lodged directly to the Corporation at step 3 within thirty (30) days of receipt of the reasons thereof. The Corporation will render a decision within thirty (30) days, following which Article 5.2 may apply.

- 11.2 The Employer shall provide a copy of the Collective Agreement to new employees hired for positions covered by this Agreement and acquaint them with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and telephone number of his/her Union representative, who will be informed of the hire of a new employee. The employee's supervisor will invite the Union representative if available to meet the employee during the employee's orientation tour.

ARTICLE 12

Bulletining and Filling Positions

- 12.1 a) Permanently vacated permanent positions shall be bulletined to the seniority group affected within ten (10) days of their becoming vacant, and the date of assignment provided for in Article 12.7 shall be within twenty-eight (28) days of the vacancy, or such longer period as is mutually agreed, except in cases where the vacancy has to be re-bulletined.
- b) Permanent positions temporarily vacated for an anticipated twenty-five (25) days or more which require to be filled, shall be bulletined within ten (10) days of their becoming vacant.
- c) Temporary positions, for twenty-five (25) days or more which require to be filled, shall be bulletined the same as permanent positions.

- 12.2** Bulletins provided for by this Article shall show the classification, rate of pay, anticipated date of assignment, and a definitive description of the duties and responsibilities of the position, and they shall be posted for five (5) days in places accessible to all employees affected. Copies of bulletins issued under this Article shall be furnished to the Chairperson and an other Officer of the Local.
- 12.3** Newly created temporary positions anticipated to be of nine (9) months' duration or more shall be bulletined as permanent positions. Temporarily vacated permanent positions shall be bulletined as temporary positions and filled by a temporary assignment regardless of the duration of the assignment. When a newly created temporary position has been bulletined as temporary, it will be re-bulletined as permanent after nine (9) months, or when it is known that it will last for more than nine (9) months.
- 12.4** Temporary positions and positions temporarily vacated for less than twenty-five (25) days which require to be filled may be filled without the necessity of bulletining by assigning the senior qualified employee available, provided an employee need not be assigned between shift work and day work. In the application of this Article, employees filling permanent positions will only be allowed to exercise their seniority when an increase in regular earnings or a change in rest days or shifts are involved or when it is known that the temporary assignment will be for more than five (5) days. At the expiration of a temporary assignment, the employee shall be returned to his former position or he may, if qualified, exercise his seniority with respect to another temporary assignment that will continue for more than five (5) days.
- 12.5** Employees who wish to apply for a bulletined position, must forward an application to the officer designated in the bulletin within the five (5) day period during which the bulletin is posted.
- 12.6** Assignments to bulletined positions shall be made on the basis of ability provided that applications shall be considered in order of seniority, and seniority shall govern where the ability of applicants is sufficient to perform the duties. In the application of this Article, where a position is to be awarded to other than the senior applicant, the appointment shall be discussed with the Local Chairperson prior to being bulletined as provided in Article 12.7. Reference to ability in this Article shall mean the potential to qualify under Article 12.8.
- 12.7** The name of a successful applicant shall be bulletined within ten (10) days after the bulletin has closed and this bulletin shall show the date of assignment and shall be posted in places accessible to all employees affected. Copies of bulletins issued under this Article shall be furnished to the local union concerned.
- 12.8** After an employee is assigned by bulletin to a position, he shall be given reasonable time, not to exceed thirty (30) days, in which to qualify, the length of time depending on the character of the work. Failing to qualify, the employee shall be returned to his former position without loss of seniority, or he may, if qualified, exercise his seniority rights with respect to any position bulletined during the period he was assigned to the position for which he failed to qualify, or if his former position has been abolished, the provisions of Article 14.5 shall apply.

In the case where an employee has been permanently assigned to a position substantially different in nature from the one previously held, the employee shall be given reasonable time, not to exceed thirty (30) days in which to elect to return to his former permanent position. However, prior to such a decision being activated, a meeting between the employee and his supervisor will be held to exchange information in order to avoid uncertainties and eliminate potential misunderstandings. If his former position has been abolished, the provisions of Article 14.5 will apply.

Employees displaced as a result will be returned to their former position, or if their former position has been abolished, the provisions of Article 14.5 will apply.

- 12.9 Employees returning from authorized leave of absence or from temporary employment in a supervisory or excepted position may, within five (5) days of such return, make application for positions bulletined during their absence provided the closing date of such bulletined positions occurred during their absence. A file of these bulletins shall be made available to the employees upon request.
- 12.10 In the event no applications are received for a bulletined permanent position which is other than an entry job, from employees in the seniority group affected with the necessary ability to perform the work, it shall be bulletined to employees in the seniority groups of the Operational and Maintenance Collective Agreement.
- 12.11 The Corporation shall decide within thirty (30) days whether to fill or abolish a permanentvacant position.

ARTICLE 13

Training for Promotion

- 13.1 Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such other positions in their own time or during their working hours when it will not unduly interfere with the performance of their duties. The Corporation will not unreasonably withhold training opportunities to any employee who has indicated a desire to learn the work of other positions. For this purpose, applicants for training for promotion shall be selected in order of seniority except as otherwise agreed between the Corporation and the Union. Trainees may, on application, be permitted to exchange positions for temporary periods without affecting the rates of the employees concerned.
- 13.2 Employees training to qualify in a higher rated position shall be paid their base rate while training, or at the rate established on a training bulletin. Permanent employees training to qualify for a permanent assignment in a lower rated position shall be paid at the rate of the position they are training for.
- 13.3 The parties agree that, with the introduction by the Corporation of new techniques and technologies that require training of employees, it is important that advance planning be carried out to anticipate the skills, needs and training required.

Those affected by the introduction of these new techniques and technologies shall have every reasonable opportunity to acquire new knowledge and skills, so that they will be available to perform the work associated with the new techniques and technologies when needed. The Corporation will assume the cost of on-the-job training to afford employees, who have the basic qualifications in the applicable field and the ability to be trained, the opportunity to keep current with new methods, tools, machines and new technology affecting their work and job security. The Corporation will also defray the eligible costs of continuing education courses taken for this purpose, as per the Corporation's Employee Learning and Development Policy.

The Corporation will notify the Union in advance of the introduction of any such new technologies and techniques.

The Corporation is prepared to provide training opportunities to skilled trades to observe warranty work performed that is considered part of the regular maintenance.

- 13.4 The parties to this Agreement share a desire to improve employee knowledge and skills by giving employees the opportunity of participating in various on-the-job training and development courses and programs, as per the Corporation's Employee Learning and Development Policy. Available learning options can include but are not limited to:

- On the job training through task assignments with structured teaming as a component;
- Correspondence courses, self-paced learning and computer-assisted training;
- Focused readings, briefings and discussion meetings;
- Classroom training, workshops, courses and conferences;
- Mentoring and coaching where a partnership is established between experienced and less experienced individuals to promote knowledge and skills transfer;
- e Career development assignments which provide employees with new learning opportunities to broaden their experience and skills while addressing the organization's needs for short term tasks or projects (e.g. task force, committee, team);
- e Tutorials from recognized experts outside the organization on an arm's length basis.

- 13.5 Annual fees for a membership in a professional association required by the Corporation to maintain the professional certification of an employee in the performance of his duties shall be paid by the Corporation. Licenses required by the Corporation of a skilled trade employee to perform his duties shall be paid by the Corporation.

ARTICLE 14

Staff Reduction and Recall to Service

- 14.1 When reducing forces, senior employees with sufficient ability to do the work will be retained in employment.

14.2 When a permanent position is to be abolished, the permanent incumbent of the position shall be given at least three **(3)** months' notice and copies of the notice shall be furnished to the Chairperson and an other Officer of the Local.

14.3 When a permanent position is abolished, the permanent incumbent of that position, providing he has at least five (5) years' seniority, shall be retained in the employment of the Corporation provided:

- a) Employees may be assigned and re-assigned by the Corporation to any vacant or newly created position without bulletining the positions. In the application of this article, the Corporation will make all reasonable efforts to train senior employees whose positions are abolished in order to permit their assignment to vacant or newly-created positions where the rate of pay is the closest to that of their abolished positions.
- b) An employee assigned under a) to a lower-rated position shall retain his rate of pay, but he will receive subsequent general increases in the form of a lump sum at year-end without affecting his rate until it equals the rate of the position to which he has been assigned.
- c) An employee who occupies a position under the terms of a) shall be deemed to bid on future bulletined positions, provided it is not higher-rated than his abolished position and he is able to fulfill the duties of the position.
- d) The employee may decline an assignment under a), electing to displace a junior employee in accordance with Article **14.5**, without retaining his level of pay, except that he must indicate his choice in writing within two (2) months following notice of abolition. The Corporation will specify the proposed assignment within one ~~(1)~~ month of the notice of abolition.
- e) The provisions of this Article shall apply to employees displaced in accordance with d) provided they have at least five-(5) years' seniority.

14.4 When a temporary position of more than sixty (60) calendar days is to be abolished:

- i) The employee whose position is to be abolished, provided he has acquired seniority rights, will be given at least ten **(10)** days' notice of the abolition of his position, and
- ii) The junior employee involved, provided he has acquired seniority rights, will be given at least ten **(10)** days' notice of the possibility of his being laid off.

Copies of such notices shall be furnished to the Union local concerned.

14.5 An employee whose position is abolished, or who is displaced, shall be entitled to exercise his seniority rights, provided he has the ability and he makes his choice within ten **(10)** days of notification, either:

- i) To displace a junior employee in any classification carrying the same job class (maximum rate) or annual rate of pay as the position abolished or from which displaced: or,
- ii) to displace a junior employee in a lower-rated classification.

- 14.6 A laid-off employee who desires to return to the employment of the Corporation when work is available for him, must keep the Human Resources Officer concerned and the Local Chairperson advised of his address in order that he may readily be located.
- 14.7 A laid-off employee shall, if qualified, be returned to employment in order of his seniority when staff is increased and when vacancies occur. Such employee shall be notified by registered mail of the date the Corporation wishes the employee to report for work.
- 14.8 A laid-off employee who fails to report for duty on the day required, or to give a satisfactory reason for not doing so by registered mail within twenty (20) days from the date of notification, shall forfeit his seniority rights and his name shall be struck off the applicable seniority list. The fact that a laid-off employee is employed elsewhere shall be a satisfactory reason for not reporting for duty where:
- i) The position is a temporary one and it is definitely known that its duration will not exceed ninety (90) days;
 - ii) Other laid-off employees in the same seniority group are available, and,
 - iii) Written application is made to the Manager, Human Resources Services immediately upon receipt of notification to report.
- 14.9 An employee covered by this Agreement whose name has been continued on the seniority list for two (2) years or more, and who is on lay-off for more than twenty-four (24) consecutive months, shall forfeit his seniority rights and his name shall be struck off the seniority list; other employees covered by this Agreement, whose names have not been continued on the seniority list for two (2) years or more, and who are on lay-off for more than twelve (12) consecutive months, shall forfeit their seniority rights and their name shall be struck off the seniority list.
- 14.10 Part-time char staff shall not be displaced and may only exercise their seniority by bulletin, except within their own group. Should they exercise their seniority by bulletin, they will only be permitted to return to the char staff group by bulletin.
- 14.11 If a position is transferred to another Region, the employee affected will be allowed to move with the position or exercise his seniority as provided for in Article 14.5. Employees who move with their position under this provision may be paid removal expenses as provided for in Article 14.12 and they shall be afforded seniority in accordance with Article 10.6.
- 14.12 Where an employee whose position has been abolished, or has been transferred as the result of a change contemplated by Article 14.11, is transferred in another Region, which requires him to travel at least sixty-five (65) additional kilometres per day to and from his new assembly point, provided he has at least thirty (30) cumulative months of service, and he moves to the new area within six (6) months, he shall be paid removal expenses covering himself and his dependants as follows:
- a) Transportation expenses by train, bus or private automobile, including the cost of meals en route;
 - b) Furniture moving cost to cover a householder's cost of moving furniture, including packing and unpacking;

- c) \$1,000 allowance to cover cleaning, redecorating, disconnecting and installing household services, etc.;
- d) Real estate agent's commission and legal fees at not more than the standard rate established in the area moved from upon the sale of a single family dwelling owned by an employee or his spouse and used as his residence, or any amount required to be forfeited in connection with the premature termination of a lease; and legal fees related to the purchase of living accommodation at area moved to.
- e) Assistance in arranging permanent accommodation including transportation expenses, meals and hotel or motel bill, not to exceed three (3) days, incurred in visiting the new area to arrange permanent accommodation;
- f) Interim approved costs, not conditional upon actual removal, including additional transportation expenses in commuting to the new assembly point, where approved, for a period not to exceed six (6) months and the cost of temporary accommodation for the employee for the same period.

Costs and expenses will be kept to a reasonable level in all cases and must be approved by the Regional Vice-president concerned before they are incurred.

- 14.13** Seaway personnel outside the bargaining unit shall not perform tasks normally performed exclusively by members of the bargaining unit except for training, in cases of emergency, or where tasks are common to both groups due to technology advances.

ARTICLE 15

Technological Changes

- 15.1** In changing methods of operation by the introduction or replacement of automatic or semi-automatic equipment or by the elimination or replacement of structures which result in the abolition of operational, clerical or maintenance positions, employees covered by this Agreement who have at least thirty (30) cumulative months of service shall be retained in the employment of the Corporation, provided:
- a) The Corporation may assign an employee whose position has been abolished by such a change, to another vacated or newly-created position in the same Seaway Region, without the necessity of bulletining, provided that the employee's rate of pay will not be affected by the fact that the position is a lower classification and that he may only be assigned to a higher classification in the entry position group.
 - b) An employee whose position is abolished may elect to use Article 14 and retain his former rate of pay provided he displaces an employee in a position which is not lower-rated than the one to which he has been assigned in accordance with a) above.

- c) An employee who occupies a position under the terms of either a) or b) above, which is lower-rated than his abolished position shall be deemed to bid on future bulletined positions higher-rated than the position he occupies, provided the bulletined positions are not higher-rated than his abolished position and he has the ability to perform the duties of the position. However, a red-circled employee may decline a position without affecting his rate of pay if a junior employee with the same red-circled rate can be assigned to the position.
- d) If the employee whose position is abolished does not accept a position under the terms of either a) or b) he may elect to use Article 14 without retaining his rate, and the displaced employee, provided he has at least thirty (30) cumulative months of service, shall be entitled to avail himself of any of the provisions of this Article.

15.2 Any technological changes, which are contemplated under this Article, shall be communicated to the Local Chairperson of the group as per the Canada Labour Code provisions.

15.3 The principles of Article 13 in regard to training for promotion without reference to seniority, shall apply to training for reassignments under this Article.

15.4 Employees laid off as a result of changes contemplated under this Article shall be entitled to a special gratuity in accordance with the following schedule (in addition to any gratuity payable in accordance with the provisions of Article 27), provided that a special gratuity shall be payable at the end of each month of lay-off and shall be limited to the period of his separation from the service of the Corporation.

<u>Years of Service</u>	<u>Months of Pay</u>
2	3
3	4

ARTICLE 16

Contracting Out

16.1 Work traditionally or presently performed by employees covered by this Agreement shall not be contracted out unless the Corporation establishes that:

- a) Sufficient qualified employees, whether working or on lay-off, are not available, and the employment of additional qualified workers is not feasible or would be wasteful or inefficient; or
- b) An emergency or an exceptional volume of work exists which is beyond Corporation resources for the available period of time, for which 'situation the Corporation cannot be held responsible, and provided the Corporation has taken normal precautions to maintain its equipment.

16.2 Subject to Article 16.1, the Corporation further undertakes not to contract out any work, which can be efficiently and economically performed by its own employees, equipment and expertise.

- 16.3 Contracting out of work shall not result in reduction of rates of pay nor cause layoff of employees. The avoidance of overtime shall not be the sole and determining factor in the decision to contract out work.
- 16.4 Where the Corporation establishes the need to contract out, the Director or, in his absence, his delegate shall give the Local Chairperson as much prior notice as possible, with a minimum of seventy-two (72) hours, setting out the nature of the work and the reason for going to an outside contractor. The parties recognize that for certain work said notice cannot be respected. In these latter situations the Corporation shall give as much prior notice as possible.
- 16.5 Any grievance arising under this Article shall be dealt with in accordance with the following procedure:
- i) A grievance shall be presented to the manager within fifteen (15) days of the notice provided in article 16.4, and provided the Corporation has given the Union full disclosure, and the manager shall render his decision within ten (10) days;
 - ii) If the grievance is not adjusted to the satisfaction of the parties concerned in i) above the Union may refer the grievance to arbitration within fifteen (15) days otherwise the grievance shall be deemed to have been abandoned;
 - iii) Once referred to arbitration, the parties agree to take whatever steps required to have the grievance arbitrated and a decision rendered within sixty (60) days;
 - iv) The time limits referred to herein shall not be extended. They shall begin to run only after full disclosure and particulars have been made available to the Union.

ARTICLE 17

Rehabilitation

- 17.1 When an employee has become disabled or incapacitated while actually performing work of the Corporation and is rendered thereby physically unfit to follow his usual occupation, he may, on agreement between the Corporation and the Union, be assigned to a position which he is qualified to fill, provided he is able to perform the work of that position, displacing an able-bodied employee if necessary, irrespective of the seniority of the employee displaced.
- 17.2 An employee who has acquired ~~two~~ (2) years' seniority and who has become disabled or incapacitated for any reason, and is rendered thereby physically unfit to fill his usual occupation may, on agreement between the Corporation and the Union, be permitted to exercise his seniority rights to a position which he is qualified to fill, provided he is able to perform the work of that position, and he makes his choice within five (5) days, either:
- i) to displace a junior employee in any classification carrying the same job class (maximum rate) or annual rate of pay as the position from which displaced, or
 - ii) to displace a junior employee in a lower-rated classification.

- 17.3 Every effort shall be made to maintain the income of an employee who has been disabled or incapacitated at the rate of the job he was performing when disabled or incapacitated.
- 17.4 An employee displaced as a result of the application of this Article shall be permitted to exercise his seniority rights in accordance with Article 14.5.

ARTICLE 18

Hours of Service and Meal Periods

- 18.1 Eight (8) consecutive hours of work shall constitute a day's work for maintenance employees. Five (5) days shall constitute a week's work. Normal hours of work for maintenance employees shall be as follows:

08:00 - 12:00
12:30 - 16:30

- 18.2 Forty (40) hours of work shall constitute a week's work and eight (8) hours of work shall constitute a shift.

The normal hours for shift workers shall be as follows:

1st shift	- 00:00	midnight	- 08:00
2nd shift	- 08:00		- 16:00
3rd shift	- 16:00		- 00:00 midnight

- 18.3 Except as mutually agreed between the Union and the Corporation, seven and one half (7 1/2) consecutive hours of work, exclusive of a meal period, shall constitute a day's work, Monday to Friday inclusive, for office employees.
- 18.4 Deviation from normal work hours may be established only by agreement between the Corporation and the Union. Deviation from the shift schedule at APPENDIX "C" shall only be made upon mutual agreement between the Corporation and the Local Chairperson concerned in each focal area of employment.
- 18.5 Except for shift workers, all employees required to work during their scheduled meal period shall be paid for such work at one and one-half (1-1/2) times their regular or acting rate, and at the first opportunity shall be allowed a half hour (1/2) meal period without deduction of pay.
- 18.6 Shift workers shall, without deduction of pay, be allowed thirty (30) minutes in which to eat.
- 18.7 An employee will only be required to provide one meal and this requirement will not apply to employees who are working outside their assigned local area of employment and are separated from their normal eating accommodation. On overtime work, excluding the meal carried by an employee on scheduled overtime, or by a shift employee on overtime offered on his day of rest, meals shall be paid by the Corporation through payroll, at normal meal times during the day and at maximum four (4) hour intervals until release from the work. Meal entitlement will be established if an employee works a minimum of two (2) hours before or beyond his scheduled work period. The payment of \$20.00 in lieu of a meal shall be made to the employee under this Article.

On work outside the employees' assigned local area of employment when separated from their normal eating accommodation, employees will be entitled to payment of \$20.00 for each meal entitlement.

- 18.8** Employees will be allowed a fifteen (15) minute rest period, morning and afternoon.

ARTICLE 19

Overtime

- 19.1** Employees required to work in excess of the normal hours provided under Article 18, shall be paid for such work at one and one-half (1-1/2) times their regular or acting rate except as otherwise provided. Employees required to work overtime, other than continuous with their regularly assigned hours, shall be paid for such time at the applicable overtime rate or for four (4) hours at their regular or acting rate, whichever is the greater amount.
- 19.2** Employees required to work on their scheduled first day of rest in the week shall be paid for as overtime at one and one-half (1-1/2) times their regular or acting rate.
- 19.3** Employees required to work on their scheduled second day of rest in the week shall be paid for as overtime at double their regular or acting rate.
- 19.4** Shift workers required to work in excess of eight (8) hours during any twenty-four (24) hour period shall be paid for such work at one and one-half (1-1/2) times their regular or acting rate.
- 19.5** Regular working hours of an employee shall not be suspended for the purpose of absorbing overtime.
- 19.6** When two (2) or more types of overtime or premium compensation are applicable to the same hours of work, only the higher rate of compensation shall be paid. In no case will overtime or premium compensation be duplicated or pyramided.
- 19.7** In the interest of safety and in recognition of the need for adequate rest, an employee, other than a shift worker, who is required to perform call-out work shall be entitled, upon completion of this work, to eight (8) consecutive hours of rest without reduction of pay, as follows:
- No rest period for work completed on Saturday or Sunday;
 - No rest period for work completed before 00:30 a.m.;
 - No rest period for employees called out after 04:30 a.m.;
 - Subject to the above, a rest period applies if the employee performed work for a period of at least four consecutive hours, which was completed after 00:30 a.m.;
 - The employee is excused for the day's work if he performed work for a period of at least four consecutive hours which began before 04:30 a.m. and was completed after 06:00 a.m.;
 - Where an employee is called out three (3) or more times between the hours of 08:00 p.m. and 08:00 a.m., the provisions of this Article will apply.

Situations not covered by the above will be evaluated by Management on a case by case basis

- 19.8 Employees required to perform emergency work on an overtime basis on days of rest may opt to substitute such hours of overtime, calculated **at** the applicable premium rate, for up to five (5) Annual Leave day credits per year. Employees required to perform any other type of overtime work or those who receive standby pay or to travel on Corporation business may opt to substitute such hours of overtime or travel time, at their regular or acting rate, for up to five (5) Annual Leave day credits per year. Conversion from all sources shall not exceed five (5) Annual Leave days. However, accumulation of such Annual Leave credits may not be done through substitution of "sixth day" overtime pay for Shift Workers.
- 19.9 Employees required to provide services from home through the use of computers outside normal working hours shall be compensated for their services **a** minimum of two (2) hours at their regular or acting rate, if the duration of such services is two (2) hours or less. If the duration of such services exceeds two hours, then the employee shall be paid from the first hour at the applicable overtime rate, or for four **(4)** hours at his regular or acting rate, whichever **is** the greater amount.

ARTICLE 20

Call-Out, Stand-By and Premiums

- 20.1 Employees called out to work overtime, other than during their scheduled meal period, shall be paid for a minimum of four **(4)** hours at their regular or acting rate, if this is a greater amount than the overtime pay would otherwise be.
- 20.2 Employees called out as described in the preceding Article shall be considered as on continuous time from the time of call until completion of the work, and in addition, such employees shall receive one (1) additional hour's pay at their regular or acting rate for return to home from work, provided that travelling time will not be allowed if the call-out period is continuous before his assigned work hours.
- 20.3 Employees required to stand-by for a call to work shall **be** paid for one sixth (1/6 of an hour for each hour of stand-by at their regular or acting rate or at the rate of the position for which they are standing by, whichever is the greater. Normal periods of stand-by shall be as follows:

Ordinary Weekend:

- Stand-by from 16:30 Friday until 08:00 Monday

Paid Holidays during the Week:

- Stand-by from 16:30 previous day to 08:00 following day

Paid Holidays falling on Monday:

- Stand-by from 16:30 previous Friday to 08:00 on Tuesday

Paid Holidays falling on Friday:

- Stand-by from 16:30 Thursday to 08:00 on Monday.

- 20.4 Employees who are required to standby during the weekend and to continue to standby for a call to work during the whole week from Monday night to Friday morning shall be paid for this week stand-by, six (6) hours at their regular or acting rate or at the rate of the position for which they are standing by, whichever is the greater. Employees required to standby may arrange exchanges of standby periods with fellow workers. Similarly, the rotation of required standby periods among employees may take place on a voluntary basis, provided designation of employees by the Corporation will continue in order to meet standby requirements when employees do not volunteer.
- 20.5 Employees may be required to standby for periods other than the periods listed in Article 20.3 provided that stand-by periods shall be for a minimum of twelve (12) hours.
- 20.6 Employees on stand-by, if they are required to work during the stand-by period, shall be paid for overtime at the applicable rate in addition to stand-by pay.
- 20.7 From date of signature, employees assigned to shift work shall be paid a premium of eighty (\$0.80) cents per hours worked on the third shift (16:00 to midnight), and a premium of one (\$1.00) dollar per hour worked on the first shift (midnight to 08:00). Shift premiums will attach to the shift actually worked and will not be applicable to regular day workers working overtime or to shift workers working overtime into the day shift (08:00 to 16:00).
- 20.8 Shift premiums shall not be added to the wage rates in calculating overtime pay.
- 20.9 Transportation in the course of regular employment from an assembly point to the site of work and from job to job will be supplied by the Corporation, and the Corporation will pay each employee ~~so~~ transported for the time used in travelling from the assembly point to the work site, and, if required, for the time used in transporting him back ~~to~~ the assembly point. In the event that an employee is authorized, and agrees to use his or her own automobile for work-related travel on a regular or casual basis in lieu of such transportation, provided the employee maintains the minimum required liability coverage, a kilometrage allowance will be paid on the basis of Corporation policy determined by semi-annual reviews.
- The kilometrage allowance shall, in all cases, be deemed to cover the entire cost of operating personally-owned automobiles other than road, ferry, bridge and tunnel tolls and also necessary parking charges outside the employee's local area. In no case shall a kilometrage allowance be payable in respect of any journey for which an Corporation-owned vehicle was available.
- 20.10 An employee required to travel on Corporation business, other than during his regular working hours, shall be paid while travelling up to a maximum of five (5) hours each way at one and one-half (1-1/2) times his regular rate. Reasonable expenses will be reimbursed in accordance with the Corporation's Travel Expenses Policy.

ARTICLE 21

Paid Holidays

- 21.1 All employees shall be paid for each of the following holidays at the greater of their regular or acting rates which were applicable on the day before the holiday: New Year's Day, Good Friday, Easter Monday, Victoria Day (Queen's birthday), Canada Day, Civic Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, the third Monday of February, and any other day expressly authorized by the Federal Government.

If one of the above holidays falls on a Saturday or a Sunday, non-shift workers shall receive the following working day(s) as a holiday in lieu thereof.

It is the intent of this Article that an employee is entitled to receive the benefit of a paid holiday only once. That is, for a shift worker who is compensated for the holiday on the Saturday or Sunday and then transfers to a day position on the Monday, which is being observed by day workers as the "in lieu of" day, the Monday will be considered a normal work day and a day of annual or compensatory leave must be used to be paid for the day. Similarly, for a day worker who transfers to a shift work position in the "in lieu of" Monday, the Monday will be considered the holiday and the appropriate compensation applied.

- 21.2 In order to qualify for pay on the above-mentioned holidays, an employee must render compensated service on the day preceding or the day following the holiday. However, employees who are laid off on the working day preceding the holiday, or on the working day following the holiday, but who work for at least two (2) days in the calendar week in which the holiday falls, shall be paid for the holiday.
- 21.3 Should an employee be required to work on any of the above-mentioned holidays, he shall be paid for all time so worked, in addition to the holiday pay at two (2) times the regular or acting rate with a minimum of four (4) hours at double time.

ARTICLE 22

Annual Leave

- 22.1 Employees covered by this Agreement shall earn annual leave in accordance with the following schedule:

<u>Years of Service</u>	<u>Entitlement for each completed month of continuous service</u>
1st year - 10th year	1-1/4 days
11th year - 19th year	1-2/3 days
20th year - 29th year	2-1/12 days
30 th year and upwards	2-1/2 days

A completed month shall be a calendar month in which a minimum of ten-(10) days' pay is received.

- 22.2 Wages will be paid during annual leave at the rate of an employee's regular classification or at his acting rate if it has been in force for at least fifteen (15) days. For this purpose, up to three (3) days of sick leave or of leave granted in accordance with Article 24.5 shall not constitute a break in the fifteen-(15) day qualifying period.
- Wages which will fall due during an employee's annual leave period may be paid prior to his departure provided the employee has made written application not less than three (3) weeks before the commencement of the leave period.
- 22.3 An employee retiring on account of age or disability shall be granted or paid for full annual leave in that year.
- 22.4 An employee separated from the service of the Corporation in any way other than that provided in Article 22.3 shall be granted or paid for annual leave accrued at the date of separation. Annual leave granted in excess of earned credits shall be retained from any amount payable to a separated employee.
- 22.5 Scheduled vacation leave shall only be cancelled for unforeseen circumstances. Prior cancellation of approved Vacation Leave will entitle the employee affected to reimbursement of any loss occasioned by the cancellation.
- 22.6 An employee recalled during his period of annual or compensatory leave shall be paid during such recall at double his regular or acting rate and he shall be entitled to take the period of missed leave at a later date. The Corporation agrees that when recall from vacation is required, it shall be offered to those employees on vacation based on their placement on the equalization of overtime list.
- 22.7 Employees shall receive a vacation bonus in each year of fifty dollars (\$50.00) per week of annual leave entitlement for that year and payment shall be made in April. Any bonus paid in excess of entitlement shall be recovered from any amount payable to a separated employee other than a deceased employee.
- 22.8 Employees shall normally take their vacations herein provided within a twelve (12) month period. However, employees may carry over to the next calendar year ten (10) days or one-half (112) of the previous year's annual leave entitlement. The Corporation shall schedule any unscheduled annual leave up to the carry over limit. Any extension will require the approval of the Corporation.
- 22.9 Employees covered by this Agreement shall be advised in January of each year of their balance of annual leave credits.

ARTICLE 23

Sick Leave

- 23.1 Employees covered by this Agreement shall earn sick leave at the rate of one and one-quarter (1-114) days for each completed month of continuous service. A completed month shall be a calendar month in which a minimum of ten-(10) days' pay is received.

- 23.2 Unused sick leave shall accumulate throughout an employee's employment with the Corporation.
- 23.3 a) The granting of sick leave may be conditional upon the production of a written declaration from an employee for absences up to a total of five (5) days in a year except for absences in excess of three (3) continuous days.
- b) Any absence in excess of three (3) continuous days, and all absences in excess of the five (5) days granted conditionally upon the employee's written declaration, require a certificate from a qualified medical practitioner. Upon proof of the cost of obtaining such a certificate, an employee shall be reimbursed by the Corporation.
- c) Any absence supported by a medical certificate is excluded from the total of five (5) days that are granted conditionally upon the employee's written declaration.
- 23.4 Where an employee has had two (2) years' continuous service, he may be granted an advance on sick leave credits to be earned in the future to the extent of one year's sick leave accumulation.
- 23.5 Sick leave may be substituted for annual leave where it can be established by the employee that an illness occurred while on annual leave.
- 23.6 Employees may opt to use in the form of annual leave one-third (1/3) of the unused sick leave credits of the previous year or to receive payment at their regular rate of pay for one-half (1/2) of these unused sick leave credits, provided this use or payment does not reduce the total sick leave accumulation below fifteen (15) days. Such option must be made during January of each year and payments shall be made in April.
- 23.7 Employees covered by this Agreement shall be advised in January of each year of their balance of sick leave credits.

ARTICLE 24

Personal Leave

- 24.1 Personal Leave shall accumulate at the rate of one-quarter (1/4) of one (1) day for each completed month of service to a maximum of three (3) days per year. A completed month shall be a calendar month in which a minimum of ten (10) days' pay is received. Personal Leave credits will have to be taken during the year in which these are earned. Otherwise, cash payment of unused Personal Leave credits will be made in the month of February of the following year. In order to assist in maintaining the quality scheduling of work, the employee will give as much advance notice as possible of taking such leave, subject to Article 89(2) of the Canada Labour Code.

On this basis, the employee will provide forty-eight (48) hours notice to take such leave. The exception to the forty-eight (48) hour notice period will be when time is required for a demonstrated sudden emergency requiring the personal involvement of the employee.

Employees may elect to take personal leave days in periods of four **(4)**, eight **(8)** or twelve **(12)** hour intervals. When Personal Leave is taken continuous before and/or after approved Annual Leave in the employee's schedule, then advance notice for the Personal Leave will follow the rules of Annual Leave approvals and planning, and such Personal Leave will normally be accepted by the Corporation.

24.2 An employee retiring on account of age or disability shall be granted or paid for full Personal Leave in that year.

24.3 An employee separated from the service of the Corporation in any way other than that provided in Article **24.2** shall be granted or paid for Personal Leave accrued at the date of separation. Personal Leave granted in excess of earned credits shall be retained from any amount payable to a separated employee.

24.4 Maternity, Adoption and Parental Leave

For the purposes of granting Maternity, Adoption and Parental Leave, the provisions of the Canada Labour Code and of its Regulations shall apply.

24.5 Bereavement Leave

When a death occurs in the immediate family of an employee, Bereavement Leave will be granted without deduction from Personal Leave immediately following the day of the death, provided the employee has completed three **(3)** consecutive months of service, as follows:

- a) up to five consecutive working days (or modified working day if applicable) in the event of the death of a spouse (including common-law spouse resident with the employee for at least one **(1)** year), parents, children, sisters and brothers;
- b) up to three consecutive working days (or modified working day if applicable) in the event of the death of a grandchild, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law and any relative permanently residing in the employee's household or with whom the employee resides.

If notification of a qualifying death occurs prior to the commencement of normal working hours, an employee shall, on his request, commence his Bereavement Leave on this day in lieu of the day "immediately following the day of the death".

If notification to an employee of a qualifying death in the family occurs while the employee is at work, any necessary leave hours in that day will be added to the overall Bereavement Leave entitlement. When special circumstances arise from the death in the family, an employee may request to defer one of the work days to which he is entitled for associated related bereavement purposes.

24.6 Witness or Jury Duty Leave

Employees, other than those on leave without pay or under suspension, will be granted leave of absence with pay to cover jury service, or when subpoenaed to serve as Court witness, except as a litigant, without deduction from Personal Leave. As a condition of being granted such paid leave, jury service fees and witness fees received by the employee shall be turned over to the Corporation.

24.7 Leave for Public Office

Leave of absence without pay shall be granted to any employee elected to a full-time public office and the name of such an employee will be retained on the seniority list for the period covered by this leave of absence without pay.

24.8 Special Lay off and Leave without Pay - Detention Period

An employee in detention while awaiting trial will be considered on Personal Leave of absence without pay for the period of detention, with the exception of any suspension or dismissal applied under Article 26 during that period. An employee convicted of any offence and placed in detention will be considered on administrative layoff, except in the case of a dismissal, for a period not exceeding two (2) years. Upon return within this period, he will return to his former position, or, if the position has been abolished will be re-assigned under the terms as applicable of Article 14 or Article 15.

24.9 The Corporation will provide unpaid emergency family leave up to ten (10) days per year.

24.10 The Corporation shall recognize compassionate leave as per the Canada Labour Code.

ARTICLE 25

Health and Welfare

25.1 The Corporation will pay for each employee the premiums towards a Life Insurance Policy which covers, subject to the conditions of the master policy, double the amount of annual salary to age sixty-five (65).*

Subject to the same conditions, the policy will pay double indemnity for accidental death and will include a \$7,000 benefit upon the death of a dependent. Total permanent disability and dismemberment benefits for employees are also included. The benefit of such life insurance shall be payable to an employee's beneficiaries, and the Corporation will pay 100% of the premiums.

* Life insurance benefits relating to retired employees are detailed in The St. Lawrence Seaway Corporation Health and Welfare booklet.

- 25.2 The Corporation will pay the cost of a Health and Welfare Program for its employees insofar as applicable legislation permits, as follows:
- a) A Dental Plan, as agreed between the parties, being the Provincial Dental Association (PDA) of the previous year applying to the start of each calendar year of this collective agreement.;
 - b) premiums for Major Medical coverage as agreed between the parties.
- 25.3 An employee with a dependent spouse or a dependent unmarried child or children under 21 years of age or under 25 if a full-time student, shall be entitled to family coverage. An employee residing with a spouse will only be entitled to family coverage if supporting all of their dependent children.
- 25.4 There shall be a joint Consultative Committee composed equally of Corporation and Union Representatives which shall meet at least once each year in the month of September to review health and welfare coverage.
- 25.5 The Corporation will continue to provide the current Long Term Disability Plan and pay the cost.
- 25.6 The Corporation shall pay the cost of medical reports when requested by an insurance provider or the Corporation.

ARTICLE 26

Discipline and Discharge

- 26.1 Employees covered by this Agreement will not be disciplined or discharged except for just cause. Such discipline or discharge will apply after the charges against them have been investigated and substantiated. If an employee under investigation and subject to discipline is required to submit a written report, he will be allowed up to twenty-four (24) hours to submit the report. Potential charges shall be laid or notice of investigation against an employee shall be made within thirty (30) days of the knowledge of the alleged incident or of the discovery of any infraction which may result in charges.
- 26.2 An employee's Section Head shall investigate incidents at a meeting at which the employee concerned is entitled to be present and to be represented by no more than two (2) Union Representatives. The employee concerned shall be given at least twenty-four (24) hours' advance notice of the purpose of the meeting and of his entitlement to Union representation.
- 26.3 An employee's Section Head may give written reprimands but suspension or dismissal may only be imposed after the hearing of a charge by a Director or his delegate.
- 26.4 A charged employee may be held out of service by his Section Head for a period not to exceed three (3) days, pending investigation by the Director or his delegate and the officer ordering the holding out of service must immediately advise the employee in writing of the charge or charges against him.

- 26.5 Charges referred to the Director or his delegate, shall be investigated by him, as soon as possible, at a hearing at which the charged employee is entitled to be present and to be represented by no more than two (2) Union Representatives.
- Once the Director or his designate feels he possesses the necessary information prior to meeting with the employee, and the information substantiates the possibility of wrongdoing by the employee, he shall advise within five (5) days the employee of the anticipated date of the hearing of the charges.
- 26.6 The Director or his delegate shall decide whether a charge referred to him is substantiated, and, if **so**, the discipline to be imposed, or whether the charged employee is exonerated. In the event his decision involves suspension or dismissal, he shall, within three (3) days of the hearing, notify the charged employee and his Local Chairperson, in writing, of the decision.
- 26.7 An employee who is exonerated of all charges against him shall be paid for time lost while being held out of service and shall be reinstated in his former position without **loss** of seniority.
- 26.8 An employee's service record shall be cleared of all disciplinary actions notes, letters and correspondence after eighteen **(18)** months of the most recent disciplinary action.
- 26.9 Employees covered by this Agreement shall not be subject to discipline or discharge for failing to cross any picket line where there is danger of bodily harm.
- 26.10 The Corporation agrees that past disciplinary information of which the employee was not aware has no value, and therefore, shall not be introduced **as** evidence in the disciplinary investigation, nor in the Grievance Procedure including arbitration.

ARTICLE 27

Retirement and Separation Gratuity

- 27.1 The provisions of the existing SLSMC Private Pension Plan remain in effect, Employees will be provided with an annual statement of pension status as required by the Pension Benefits Standards Act, subject to the Letter of Agreement between the parties attached as APPENDIX "H".
- 27.2 The features of the Post Retirement Health Benefit Program, introduced with the SLSMC Private Pension Plan shall remain in effect and continue to cover those future retirees of the Private Pension Plan who have not left pensionable service within the PSSA.
- 27.3 Employees who are separated for any reason (i.e. lay off without recall rights, resignation, dismissal, retirement, death) are entitled to be paid a Separation Gratuity equal to payment at their regular rate of pay of three quarters (3/4) of their total accumulated sick leave credits. In the case of a deceased employee, the benefit will be paid to the beneficiary or estate.

ARTICLE 28

Miscellaneous

The Corporation shall pay for parking for employees covered by this agreement.


ARTICLE 29


Duration and Renewal ✱


This Agreement shall remain in effect until March 31, 2011 and thereafter subject to hundred-twenty (120) calendar days' notice in writing from either **party of** its desire to revise, amend or terminate, such notice may be served at any time subsequent to December 1, 2010.


In witness hereof, the following have signed:

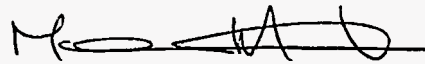
**THE ST LAWRENCE SEAWAY
MANAGEMENT CORPORATION**


S. Bergeron
CFO - Director, Support Services



S. Kwok
Director, Operational Services

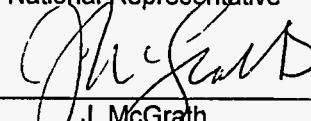

S. Trottier
Director, Internal Strategy


Y. Pelletier
Manager, Corporate Human Resources


M. Tetreault
Employee & Labour Relations Officer

**THE NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION
OF CANADA - CAW**


M. Menicanin
National Representative


J. McGrath
Local Chairperson, Local 4212

APPENDIX “A”

APPENDIX “A” SEAWAY HOURLY RATE STRUCTURE CORNWALL HEADQUARTERS GROUP

Job Class	Salary Effective April 1, 2008 Hourly Rates		Salary Effective April 1, 2009 Hourly Rates		Salary Effective April 1, 2010 Hourly Rates	
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
36	\$32.55	\$34.84	\$33.53	\$35.89	\$34.62	\$37.06
35	\$30.43	\$32.55	\$31.34	\$33.53	\$32.36	\$34.62
34	\$29.46	\$30.43	\$30.34	\$31.34	\$31.33	\$32.36
33	\$28.52	\$29.46	\$29.38	\$30.34	\$30.33	\$31.33
32	\$27.60	\$28.52	\$28.43	\$29.38	\$29.35	\$30.33
31	\$26.72	\$27.60	\$27.52	\$28.43	\$28.41	\$29.35
30	\$25.86	\$26.72	\$26.64	\$27.52	\$27.51	\$28.41
29	\$25.05	\$25.86	\$25.80	\$26.64	\$26.64	\$27.51
28	\$24.26	\$25.05	\$24.99	\$25.80	\$25.80	\$26.64
27	\$23.46	\$24.26	\$24.16	\$24.99	\$24.95	\$25.80
26	\$22.71	\$23.46	\$23.39	\$24.16	\$24.15	\$24.95
25	\$21.99	\$22.71	\$22.65	\$23.39	\$23.39	\$24.15
24		\$21.99	-	\$22.65	-	\$23.39
23		\$21.28	-	\$21.92		\$22.63
22		\$20.61	-	\$21.23	-	\$21.92
21		\$19.95	-	\$20.55	-	\$21.22

- Notes:
1. From Job Class 25 to 34: Step 1 applies to new hires during their probationary period (90 days worked).
 2. For Job Class 35 and above, Step 1 applies for first six months in the position (not linked to probation).

APPENDIX "B"

EDUCATION FUND

The Corporation agrees to pay into a special fund four **(4)** cents per hour per employee for all compensated hours for the purpose of covering education costs and compensating CAW Education Leave. Said Education Leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. **Such** monies to be paid on a quarterly basis into a special fund established by the National Union, CAW and sent by **the** Corporation to the following address:

CAW Canada (Paid Education Leave)
205 Placer Court,
Toronto, ON
M2H 3H9

APPENDIX "C"

SOCIAL JUSTICE FUND

The Corporation agrees to pay into a Special Fund one (1) cent per hour per employee for all compensated hours for the purpose of contributing to the CAW - Social Justice Fund. The Fund is a registered non profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a quarterly basis into the Fund established by its Board of Directors and sent by the Corporation to the following address:

CAW Canada (Social Justice Fund)
205 Placer Court,
Toronto, ON
M2H 3H9

APPENDIX "D"



The St. Lawrence
Seaway

La Voie maritime
du Saint-Laurent

202 Pitt Street,
Cornwall, Ontario.
K6J 3P7

May 14, 1985.

Our File No.: C-2-8-2-3/84

Mr. F.G. Johnston,
Regional Vice-President,
Great Lakes Region,
Canadian Brotherhood of Railway,
Transport and General Workers,
15 Gervais Drive, Suite 607,
Don Mills, Ontario.
M3C 1Y8

Dear Mr. Johnston:

Re: VDT's

As recently advanced in collective bargaining with the Operational and Maintenance and Cornwall Headquarters Groups, this will serve to formally outline the position and intent of the Authority with regards to occupational health and safety as it pertains to VDT's.

The VDT issue in the opinion of the Authority can be divided into two (2) general areas, that dealing with ergonomics and work environment and that dealing with safety.

Firstly, on the subject of ergonomics and work environment, the Authority practice has been to purchase high quality VDT equipment including antiglare, high resolution and high persistence features. All installations possess high quality furnishings with user ergonomics as a prime consideration and in most if not all instances purchases have been made in consultation with the employees involved. The work location and environment of the installations have been chosen and enhanced with the user in mind with the only qualifier being space considerations. ALL operators are thoroughly trained in the proper use of the equipment and all equipment is subject to qualified supplier maintenance.

.../2

Canada

May 14, 1985.

It is the intention of the Authority to continue with the aforementioned practices. Any employee concerns or comments with regards to ergonomics and work environment may be addressed directly to Region/Branch management or brought to the attention of a Union representative for discussion in a Union Management Consultation Committee or other Region/Branch forum.

Secondly, on the subject of health and safety, given the weight of scientific evidence (e.g. Health and Welfare Canada, NIOSH), the Authority remains of the opinion that VDT operation should not present a health concern to employees at large. The Authority is however conscious of the fact that, regardless of present evidence, some believe that only further prolonged scientific inquiry will put the issue to rest once and for all. As long as there remains the slightest of doubts within the marketplace, it stands to reason that a pregnant VDT operator or an operator concerned about effects on vision, may experience a psychological anxiety with regards to VDT technology. The following Authority policy is addressed to these psychological concerns:

Pregnant Operator

Any employee who is pregnant, who is regularly scheduled to work with Video Display Terminals (VDT's) and who does not wish to work with VDT's during the remainder of her pregnancy may request other work. The Authority will ensure employment, without loss of wages, for the VDT operator in a non-VDT position for the duration of her attendance at work proceeding childbirth. In order to minimize disruptions, employee cooperation in position exchanges will be sought.

Eye Examinations

At the beginning of assignment to a VDT and every two (2) years thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an eye examination by an ophthalmologist.

The cost of the eye examination, not to exceed provincial fee schedules for such examinations, shall be borne by the Authority, and the VDT operator shall authorize release of a copy of the examination report to the Authority.

.../3

F.C. Johnston

- 3 -

May 14, 1985.

It is to be noted that the provision governing eye examinations does not in any way restrict management's right to have employees undergo medical examinations to ascertain their ability to perform assigned functions.

The Authority is committed to the aforementioned policies on pregnancy and eye examinations in relation to the issue of VDT's until firm evidence dictates otherwise.

Sincerely yours,



Camille G. Trépanier,
Director of Personnel
and Administration.

CGT/pf

APPENDIX “E”

March 16, 2006

Mr. Abe Rosner
National Representative, CAW
565 Cremazie East blvd
Suite 10100
Montreal, (Québec)
H2M 2W1

Subject: Retraining

Mr. Rosner,

During the 2005 collective bargaining sessions, the parties discussed the commitment of the Corporation regarding retraining in the context of Article 13 of the collective agreement.

It is the shared goal that whenever new skills are required, the Corporation undertakes to use its best efforts to fill the demand from within the existing workforce before hiring from the outside. To that end, the Corporation undertakes to use the tools available within the collective agreement, to provide retraining and upgrading opportunities to willing employees who possess the required aptitude. While endeavouring to give preference to existing employees, the parties understand that the Corporation cannot commit to satisfying all its current and future skill requirements from within the existing workforce.

Sincerely,

[*Original signed by Sophia Trottier*]

Sophia Trottier
Director, Internal Strategy

**POLICY ON DISCRIMINATION/HARASSMENT IN THE WORKPLACE
FOR UNIONIZED EMPLOYEES**

OBJECTIVE

The Corporation and the Union are committed to ensuring that employees work in a positive and productive work environment that fosters equality, dignity, diversity and self-esteem among all employees. This directive provides standards for the appropriate conduct of all employees.

Further, the directive defines the avenues available to employees subjected to, or accused of harassment in the workplace and outlines the procedures to be followed by these individuals.

DEFINITIONS

Discrimination

Discrimination is an act of differential treatment toward an individual as a member of a group, or toward a group that may create disadvantage for that individual or group, or deny the individual or group some opportunity without valid reason.

Prohibited Grounds of Discrimination

The Corporation and the Union subscribes to the equal opportunity principles defined by the ***Canadian Human Rights Act***. As such, the Corporation will not permit or tolerate discrimination by or towards employees on the following grounds:

- Race;
- National or ethnic origin;
- Colour;
- Religion;
- Age;
- Sex (including pregnancy and childbirth);
- Sexual orientation
- Marital status
- Family status
- Disability (physical or mental handicap including dependence on drugs or alcohol);
- Conviction.

Harassment

Harassment is a discriminatory practice. Harassment is defined as any behaviour by an employee based on a prohibited ground of discrimination, that is directed at any other employee and is likely to insult, intimidate or humiliate that other person. A reasonable person should know that this behaviour is unwelcome.

The types of behaviour that constitute harassment include, but are not limited to:

- Verbal, written and physical abuse or threats;
- Improper, embarrassing or humiliating, derogatory **or** condescending remarks or suggestions;
- Jokes, practical jokes and racial jokes;
- Innuendoes/taunts;
- The display of offensive or demeaning pictures or material; and
- The distribution **of** offensive material by any means.

For the purposes of this directive, the term harassment will include sexual harassment and abuse of authority.

Sexual Harassment

The Corporation and the Union endorses the definition found in the Canada Labour Code, which defines sexual harassment as « any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any employees: or that might, on reasonable grounds, be perceived by that employees as placing a condition of a sexual nature on employment or on any opportunity for training or promotion ». Any such conduct, comment, gesture or contact may take place on a one-time basis or as a series of incidents.

The types of behaviour that constitute sexual harassment include, but are not limited to:

- Unwelcome remarks, jokes, racial jokes, innuendoes or taunts **of** a sexual nature:
- The display of pornographic or other offensive or derogatory materials, such as pin-ups, calendars, etc.:
- Unwelcome invitations or requests, whether indirect or explicit, or intimidation;
- Leering (suggestive staring) or other gestures:
- Unwelcome physical contact: or
- Sexual assault.

Abuse of Authority

Employees of the Corporation will not unjustly use their authority, position (with its implicit power), or access to information to undermine, intimidate, threaten, blackmail, sabotage or otherwise interfere or coerce another employee concerning:

- The distribution of work assignments or training opportunities;
- Promotional opportunities;
- Performance evaluations;
- The provision of references;
- The favouring of one employee to the disadvantage of another; or
- The conditions of employment.

Complainant

The complainant is an employee who has been subjected to behaviour that he/she believes to be harassment.

Respondent

The respondent is an employee alleged to have harassed the complainant.

S.L.S.M.C. POSITION ON HARASSMENT

Every employee is entitled to work in an environment free of harassment and therefore the Corporation and the Union will make every reasonable effort to ensure that no employee is subjected to harassment. Behaviour that is offensive and likely to undermine work relationships or productivity, whether at the workplace or in relation to Corporate activities, will not be tolerated. The principle is extended to every person in the employ of the Corporation and includes volunteers and contractors. Furthermore, the Corporation will take appropriate action when employees are subjected to harassment from clients of the Corporation.

The Corporation and the Union encourage employees to make every reasonable effort to stop the harassment from continuing by informing the respondent that his/her behaviour is offensive. The Corporation is committed to investigating and resolving complaints of harassment in a timely manner and to taking appropriate corrective measures. Disciplinary action, up to and including dismissal, will be taken against any employee who subjects another employee to harassment. Such disciplinary action will also be taken where the employee's allegations of harassment are found to be fabricated with malicious intent.

Retaliation against any employee who has filed a complaint of harassment, or against any employee who assists in the investigation of such a complaint, is unacceptable and will also be subject to appropriate disciplinary action, up to and including dismissal.

CONFIDENTIALITY

All parties must recognize the serious nature of such complaints and respect the sensitivity and confidentiality involved, to the extent possible, to ensure the preservation of dignity and self-respect of all parties concerned.

All parties involved are bound to maintain confidentiality throughout all stages of the internal complaint procedure. Failure to do so could result in judicial proceedings and charges of defamation of character. The privacy and reputation of all parties concerned must be respected.

The Corporation/Union will not disclose the name of the complainant or the respondent, or the circumstances related to the complaint, except for the purposes of investigating the complaint or taking disciplinary action in relation to the complaint. The same standards of confidentiality will apply to any and all relevant documents.

Documentation will be kept in a separate investigation file, within the Human Resources Services Division by the person co-ordinating the complaint and will be retained and later disposed of in accordance with the *Privacy Act*.

RIGHTS, OBLIGATIONS AND RESPONSIBILITIES

The Complainant

1. Employees who feel that they have been subjected to harassment are encouraged to make every reasonable effort to inform the respondent that his/her behaviour is offensive.
2. A meeting in a neutral office will be arranged for the purpose of discussing complaints at the request of the employee.
3. It is the right of every employee who is subjected to harassment to file an internal complaint, without fear of embarrassment or retaliation.
4. Employees have a right to file a complaint with the *Canadian Human Rights Commission* at any time. However, it must be recognized that the *Canadian Human Rights Commission* may require that internal procedures be exhausted before the *Commission* investigates the matter.
5. The complainant must participate in the investigation process and cooperate with those involved. He/she may choose to be accompanied and/or represented during this process by a fellow employee, Union Representative or another person of his/her choosing. The Corporation recognizes the right of the complainant to be kept informed throughout the process, subject to both the *Access to Information and Privacy Acts*.

6. The complainant has the right to discontinue contact with the respondent pending the results of the investigation without incurring any penalty.
7. The complainant has the right to appeal a decision rendered by the appropriate authorities following an investigation.

The Respondent

1. It is the responsibility of an employee who has been warned that his/her behaviour is not appropriate to cease this behaviour. (Behaviours are those referred to in the Section "DEFINITIONS" of this directive).
2. The respondent has the right to be informed immediately that a complaint has been filed against his/her. The respondent has the right to be presented with a written statement of allegations as soon as possible and afforded the opportunity to respond to these allegations. The respondent may speak at any time to his/her supervisor/manager, a Human Resources Services Advisor or a Union Representative.
3. It is the responsibility of the respondent to reply to the allegations verbally or in writing, as appropriate.
4. The respondent must participate in the investigation process and cooperate with those involved. He/she may choose to be accompanied and/or represented by a fellow employee, Union Representative or another person of his/her choosing during this process. The Corporation recognizes the right of the respondent to be kept informed throughout the process, subject to both the *Access to Information and Privacy Acts*.
5. The respondent has the right to appeal a decision rendered by the appropriate authorities following an investigation.

Supervisors/Managers

1. Supervisors/Managers must foster a positive and productive work environment and must respond to any allegations of harassment that have come to their attention, whether or not there has been a complaint. To that effect, they must make every reasonable effort to prevent and discourage harassment.
2. Supervisors/Managers must treat all harassment complaints seriously and should encourage employees to follow the internal complaint process.
3. Appropriate action must be taken to ensure that all complaints are investigated thoroughly and rapidly. Supervisors/Managers may request the appointment of an investigator to investigate a complaint.

4. At the request of a complainant wishing to discontinue contact with the respondent, (Supervisors/Managers) should make every reasonable effort to make appropriate alternate arrangements or to place the complainant in an alternate position pending the results of an investigation.
5. Supervisor/Managers must participate in the investigation process and cooperate with those involved.
6. In order to ensure equity and fairness throughout the process, Supervisors/Managers must consult with Human Resources Services before recommending disciplinary measures.
7. Failure on the part of the Supervisor/Manager to observe and respect the above provisions could result in the application of disciplinary measures, up to and including dismissal.

DISCIPLINARY MEASURES

Should a complaint be upheld as the result of an investigation, appropriate disciplinary action, up to and including dismissal, will be taken against individuals who have been found to have subjected others to harassment. The severity of the discipline will be established based on the nature of the events and the results of the investigation. The decision to take disciplinary measures will be made by the responsible Manager, in consultation with the Human Resources Services and the Union.

DIVISION OF RESPONSIBILITIES

The Vice-president, Human Resources is responsible for:

- Designating the person responsible to conduct investigative work in relation to complaints received under this directive; and
- Authorizing appropriate corrective/disciplinary action or redress following an investigation into a complaint of harassment, when required;
- Receiving grievances from complainants and/or respondents who wish to appeal the results of a decision made following an investigation into a complaint of harassment.

The Regional Human Resources Services Manager is responsible for:

- Ensuring that complaints are thoroughly investigated;
- Recommending a course of action to responsible Vice-president based on the results of the investigation.

The Regional Vice-president is responsible for:

- Rendering decisions with respect to harassment complaints, in consultation with the Human Resources Services.

The Supervisors/Managers are responsible for:

- Keeping the workplace free of harassment;
- Responding immediately to complaints and inappropriate behaviour;
- Participating in the investigative process and, based on the findings of the investigation recommending a course of action to Human Resources Services.

The employees are responsible for:

- Treating co-workers with respect;
- Supporting co-workers when unacceptable behaviour is observed;
- Participating in the investigative process when required.

The Union Representatives are responsible for:

- Fostering a positive and productive work environment free of harassment/discrimination;
- Treating co-workers with respect;
- Participating in the investigative process;
- Participating in the education of all employees.

REFERENCE DOCUMENTS

- ✓ Canada Labour Code
- ✓ Canadian Human Rights Code
- ✓ Criminal Code
- ✓ Privacy Act

COMPLAINT AND INVESTIGATION PROCESS

Any employee requiring information concerning this policy and/or the complaint process prior to filing an informal/formal complaint should address their inquiry to their Human Resources representatives.

For the comfort of any employee, the Corporation will arrange for a neutral office outside of the employee's work location and/or outside the Human Resources offices at the employee's request.

I. FILING A COMPLAINT

The COMPLAINANT is to:

- 1- **MAKE** every reasonable effort to advise the respondent immediately of the disapproval of, or unease with, his/her conduct and REQUEST that it stops immediately.

NOTE: The complainant may also inform the respondent in writing, either through a hand-delivered letter or a **post-delivered** letter, describing the offensive behaviour and requesting that it stops. The complainant may solicit assistance from a Human Resources representative, a union representative and/or any other person of his/her choosing, if he/she is uncomfortable dealing with the respondent.

- 2- **MAINTAIN** a written record of incidents including:

- dates
- times
- nature of the behaviour
- names of witnesses (if any)
- locations and
- impact of the harassment on the complainant

- 3- If the situation persists, FILE an informal complaint by speaking to his/her supervisor/manger, the respondent's supervisor/manager, or to the Human Resources staff. If the supervisor is the respondent, SPEAK to the supervisor's superior or ADDRESS the issue with the Human Resources staff.

- 4- If the offensive behaviour continues, FILE a formal complaint in writing to his/her supervisor/manager, the respondent's supervisor/manager, or to the Human Resources staff or, if the nature of the behavior is sexual harassment, the employee may file his complaint directly to the office of the Vice-president Human Resources.
- 5- COOPERATE at all times during the investigation process. The complainant may choose **to** be assisted or represented during this process by a fellow employee, a union representative and/or any other person of his/her choosing.
- 6- CONSULT at any time with the local Human Resources manager or his designate.

The RESPONDENT is to:

- 1- REPLY to the allegations verbally or in writing, as appropriate.
- 2- DISCUSS the situation when requested to do **so** with his/her supervisor/manager or the Human Resources staff.
- 3- PROVIDE written documentation or response when required.
- 4- COOPERATE at all times during the investigation process. The respondent may choose to be assisted or represented during this process by **a** fellow employee, a union representative and/or any other person of his/her choosing.
- 5- Consult at any time with the local Human Resources manager **or** his designate.

II. RECEIVING INFORMAL COMPLAINTS

When receiving an informal, verbal complaint, the supervisor/manager or the Human Resources staff is to:

- 1- LISTEN to the complainant.
- 2- VERIFY whether the complainant has requested that the respondent cease the offensive behaviour. If not, ENCOURAGE the complainant to do so.
- 3- **TRY** to resolve the complaint informally by speaking **to** the respondent.
- 4- ENSURE that the respondent is provided with the opportunity to explain his/her version of the events.

- 5- REQUEST that the actions or behaviour that have prompted the complaint cease immediately and do not reoccur.
- 6- KEEP a log of events, dates and meetings and DOCUMENT the situation accurately and completely.
- 7- RECOMMEND to the Vice-president Human Resources disciplinary actions if necessary.
- 8- When appropriate the Vice-president human resources will recommend to the responsible senior management that disciplinary action be taken.

III. RECEIVING FORMAL COMPLAINTS

When receiving a formal, written complaint, the supervisor/manager or the Human resources staff is to:

- 1- ACKNOWLEDGE receipt of the complaint in writing.
- 2- INFORM the executive of the local of the filing of the complaint.
- 3- DETERMINE, in consultation with the Vice-president Human resources, whether to investigate the complaint or request the appointment of an investigator.
- 4- If appointing an investigator is deemed necessary, FORMALIZE the request in writing to the Vice-president Human resources, who will APPOINT an investigator, CONFIRM the appointment to the parties involved and OUTLINE the upcoming sequence of events.

The person responsible **for** investigating the complaint **will**:

- 1- REQUEST written documentation of allegations from the complainant including:
 - dates
 - times
 - nature of the behaviour
 - names of witnesses (if any) and
 - locations
- 2- MEET immediately with complainant, DISCUSS the allegations and INFORM the complainant of his/her rights and responsibilities.

- 3- PRESENT the respondent with written allegations, DISCUSS these with him/her and REQUEST a written reply. The investigator will also REQUEST a list of witnesses (if any) and INFORM the respondent of his/her rights and obligations.
- 4- INTERVIEW witnesses (if any) and COLLECT evidence.
- 5- DOCUMENT reactions of all parties in writing. KEEP a log of all meetings and telephone conversations and KEEP copies of all documents.
- 6- PREPARE in draft format, conclusions and/or recommendations that will be presented to and discussed with the Vice-president human resources. (At this point, the draft report may be submitted to legal counsel for review if necessary.)
- 7- REMIT copies of the report to the complainant and the respondent, and REQUEST that both parties respond in writing to the investigator on the results of the investigation within ten (10) working days.
- 8- FINALIZE the report on the findings of the investigation and SUBMIT it to the Vice-president Human Resources.
- 9- The Vice-president, Human Resources will RECOMMEND to the responsible senior management representative the appropriate course of action.

IV. APPEALING THE DECISION

Either party may file an appeal if in disagreement with the decision rendered by the appropriate authorities following the investigation. However, due to the nature of the issues involved in harassment cases, these appeals are to be filed with the Vice-president Human Resources or his/her designate.

V. RECORDS

All evidence and documentation in relation to the complaint will be classified as "protected".

Documentation will not be placed on the personal files of the parties involved, but will be kept in a separate investigation file, which will be kept by the Privacy Officer of the Corporation.

APPENDIX "G"


MEMORANDUM OF AGREEMENT

In the event of the closure by the Authority of the Cornwall Corporate services facility, it is hereby understood and agreed between the St. Lawrence Seaway Authority and the National Automobile, Aerospace, Transportation and General Workers Union of Canada

- that the Authority will provide on@ hundred and twenty (120) days notice to the Union of the decision to close the facility
- that, where positions are transferred from the Cornwall facility to another location, the incumbents shall retain such positions and be transferred with their position
- that employees whose positions are abolished may be reassigned by the Authority to any vacant or newly created position within the Authority, subject to the provisions of the other collective agreements
- that the employees relocated to other positions shall be paid removal expenses as per the Authority's relocation policy
- that the Authority and the Union shall meet to resolve conditions of seniority and integration of employees at the new location/locations of reassignment as well as retirement/severance and other specific issues.


Signed in Cornwall this 31st day of August, 1995

For the C.A.W.



R. J. Stevens

For the Authority



G.A. Charlebois

APPENDIX "H"

December 12, 1998

Letter of Understanding

WHEREAS all pension and benefits issues of the kind described in Section 138 of the Canada Marine **Act** have been resolved, with the sole exception of the employee pension contribution issue;

AND WHEREAS the parties, without prejudice to their respective positions and interpretations, are desirous of settling this final issue without resorting to arbitration:

THEREFORE IT IS AGREED AS FOLLOWS:

1. The current P.S.S.A. formula for employee pension contributions shall remain unchanged after March 31, 1999 and apply to the new SLSMC private pension plan which shall be amended accordingly subject to what follows.
2. In the event that, the employee contribution formula as currently set out in the P.S.S.A. should be changed, then at the written notice of either party after December 31, 2000, the parties shall meet to discuss appropriate equitable amendments to the contribution levels in the SLSMC private pension plan.
3. If, in the situation described in item 2 above, it is determined that the amendment of the P.S.S.A. contribution formula was made in exchange for or in recognition of some additional employee benefits, then at the request of either party, the parties shall meet to discuss appropriate and equitable amendments to the employee benefits provisions in the SLSMC private pension plan.
4. In the event of any dispute as to the interpretation or application of this agreement, the parties will endeavour to resolve the difference, failing which either party may submit the matter to a single arbitrator for final and binding disposition.
5. This agreement will remain in effect during the five year duration of the overall pension agreement, subject to the right of the parties to modify or cancel it by mutual agreement.

Signed in

Montreal this 12th day of December 1998

Original signed by A. Rosner

FOR THE UNION (CAW)

Original signed by A. Latour

FOR THE EMPLOYER(SLSMC)

APPENDIX "I"

202 Pitt Street
Cornwall, Ontario
K6J 3P7

February 10, 1999

File No.: C-2-8-2-3

Mr. Gary Fane
C.A.W. - T.C.A.
205 Placer Court, North York
Willowdale, Ontario
M2H 3H9

Dear Mr. Fane,

Re: Medical Examinations – Attending Physician

I refer to our discussions in the course of the 1999 Negotiation sessions, regarding medical examinations of the employees.

The Corporation accepts a common approach pertaining to the choice of the attending physician for medical examinations, whereby these examinations will be administered by the Employer physician on company time, with the option however for the employee of receiving the examination from his personal physician on his own time.

Sincerely Yours,

Original signed by A. Latour

Andre Latour,
Vice-president, Human Resources

AM

APPENDIX "J"

March 16, 2006

Mr. Menicanin
CAW, Canada
318 Ontario Street
Unit 7-B
St. Catharines, Ontario
L2R 5L8

**Subject: Union Representatives— Operational and Maintenance and
Cornwall Headquarters Groups**

Mr. Menicanin,

I refer to our discussions in the course of the **2008** negotiations sessions, regarding representatives who are on Union Leave on a more regular basis.

The practice of the Employer of allowing **two** (2) employees to be on regular leave for Union Business will continue for the life of the **2008-2011** Collective Agreement, and these two (2) elected Union Officials will be counted in the **six** (6) representatives listed in Article 3.2 for collective bargaining.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Trottier', with a stylized, cursive script.

Sophia Trottier
Director, Internal Strategy

APPENDIX "K"

December 14, 1998

Mr. Gary Fane
National Director of Transportation
C.A.W.
Head Office
205 Placer Court
North York Willowdale
M2H 3H9

Dear Mr. Fane.

SUBJECT DAY OF MOURNING

This is to confirm that each year, on the occasion of a National Day of Mourning, one minute of silence will be observed on the work site at or about 11:00 A.M. on April 28th, in memory of the workers who died while performing their work for the Corporation.

The flag of the Corporation will be flown at half mast as part of this commemorative tribute.

Sincerely,

Original signed by A. Latour

André Latour
Vice-president, Human Resources

APPENDIX "L"

October 20, 2001

Mr. Gary Fane,
National Director of Transportation,
Head Office CAW
205 Placer Court
North York Willowdale
M2H 3H9

Subject: Minute of Silence – Montreal Massacre

Dear Mr Fane,

This is to confirm that each year at or about 11:00 A.M. on December 6th, one minute of silence will be observed on the work site, in memory of the women deceased in the shooting massacre at the Institut Polytechnique of Montreal.

Sincerely,

Original signed by A. Latour

André Latour
Vice-president, Human Resources

APPENDIX "M"

ABUSE OF SICK LEAVE

During the 2001 negotiations with the O & M/C.H.Q. Groups, the Corporation advised the Union, that as of January 1, 2002, special attention would be brought to the problem of excessive absenteeism.

Where the Corporation believes there has been abuse, its representative will meet with the individual and his/her Union representative to correct the situation.

In cases where the absenteeism is suspicious, the Corporation will request the employee to produce a certificate from a qualified Medical Practitioner. The Union agrees that the Corporation has the right to request a Doctor's Certificate in cases where an employee has booked off sick in conjunction with his/her holidays, and in the case where time off had been refused and the employee booked off sick for the same period.

The Union is in agreement that sick time is to be used for legitimate illness and is not to be used as casual time off.

Finally, abuse of sick time can lead to discipline including dismissal.

APPENDIX “N”

PROCESS AND CONDITIONS FOR ASSIGNING A PROJECT TO BE CARRIED OUT BY OUR WORKFORCE

O PROCESS

- The Trades' Representative will receive the Major Projects Budget List in September in order to have a global vision of the following year projects
- The teams and coordinators review the list of projects (Oct).
- Each team/coordinator identifies the projects it can carry out taking into account the Maintenance Priorities and the conditions below. They seek help from the Infrastructures Maintenance Groups to get information on P/M, corrective Projects, budgeted Projects, etc.
- The global list is reviewed and finalized at the Union/Management meeting in November. The Trades' Representative will be invited and will have an active role. Identify for each project who will be the person responsible within the trades' team.
- The final list is given to the appropriate managers.
- The Project Leader will ensure a communication with the responsible Trades' person to inform on the major issues and invite him/her at the Scope of Work meeting, if required.
- The projects are carried out.
- If there is any change to the list or projects to be carried out during the year, notification & explanations will be given to Union representative and to the teams by Management.

e CONDITIONS

- The execution of major projects must not interfere with:
 - preventive maintenance (PM);
 - inspections;
 - corrective projects including emergencies;
 - internal projects covered by the regular maintenance budget.
- Before deciding and for each major project, the team and coordinator must make sure :
 - they have the expertise and available workforce (including the holidays, etc);
 - they are able to meet the work schedule;
 - the project can be finalized within budget;
 - that the avoidance of overtime is not the sole and determining factor;
 - no additional personnel will be required.

APPENDIX "O"

MEMORANDA OF AGREEMENT

This list covers most of the general Memoranda of Agreements and is not meant to cover all existing Agreements:

1. Letters of agreement on a Universal Classification Plan and **Job** Evaluation Plan – Joint Job Evaluation Committee (JJEC)
2. Agreement to enter into a Private Pension Plan upon commercialisation with benefits comparable to PSSA Plan
3. Memorandum of Agreement - Bilingual Bonus
4. Letter of Agreement on the conditions of administering Union sponsored LTD Plans (also applies to the Cornwall Headquarters Group) Appendix 'E'
5. Summary on Long Term Disability Provisions (Ref. Article 25.5)
6. Summary of Health Care coverage for Pensioners (Ref. Article 27.2)

APPENDIX "P"

March 16, 2006

Mr. Abe Rosner
National Representative, CAW
565 Cremazie East blvd
Suite 10100
Montreal, (Québec)
H2M 2W1

Subject: New arbitration process

Mr. Rosner,

During the 2005 collective bargaining sessions, the parties discussed the arbitration process in the context of Article 5 of the collective agreement.

The parties agreed to adopt, on a trial basis for the term **of** this collective agreement, what has been discussed as the "railway style of arbitration", including Joint Statement of Fact and Issue, written briefs, minimal use of witnesses, etc.

Sincerely,

[*Original signed by Sophia Trotfier*]

Sophia Trottier
Director, Internal Strategy