

SOURCE	Union		
EFF.	91	01	01
TERM.	92	12	31
NO. OF EMPLOYEES	15		
NOMBRE D'EMPLOYES	15		

COLLECTIVE AGREEMENT

BETWEEN

CORPORATION OF THE TOWNSHIP OF PELEE  
 (hereinafter referred to as "the Employer")  
 of the FIRST PART

AND

SEAFARERS' INTERNATIONAL UNION OF CANADA  
 (hereinafter referred to as "the Union")  
 of the SECOND PART

U N L I C E N S E D P E R S O N N E L

January 1, 1991 to December 31, 1992

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ARTICLE 1:	PURPOSE OF AGREEMENT . . . . .	1
ARTICLE 2:	SCOPE & RECOGNITION . . . . .	1
ARTICLE 3:	MANAGEMENT RIGHTS . . . . .	2
ARTICLE 4:	UNION SECURITY . . . . .	3
ARTICLE 5:	REPRESENTATION . . . . .	3
ARTICLE 6:	HIRING . . . . .	4
ARTICLE 7:	NO DISCRIMINATION . . . . .	5
ARTICLE 8:	GRIEVANCE PROCEDURE . . . . .	5
ARTICLE 9:	DISCHARGE & SUSPENSION CASES . . . . .	7
ARTICLE 10:	ARBITRATION . . . . .	7
ARTICLE 11:	SENIORITY . . . . .	8
ARTICLE 12:	NO STRIKES OR LOCK-OUTS . . . . .	10
ARTICLE 13:	BULLETIN BOARD . . . . .	10
ARTICLE 14:	LEAVE OF ABSENCE . . . . .	11
ARTICLE 15:	HEALTH & SAFETY . . . . .	11
ARTICLE 16:	TRAINING AND EDUCATION . . . . .	11
ARTICLE 17:	UNION OFFICERS BOARDING VESSELS . . . . .	11
ARTICLE 18:	VACATIONS . . . . .	12
ARTICLE 19:	PAID HOLIDAYS . . . . .	13
ARTICLE 20:	HOURS OF WORK . . . . .	13
ARTICLE 21:	OVERTIME . . . . .	14
ARTICLE 22:	FRINGE BENEFITS . . . . .	14
ARTICLE 23:	BEREAVEMENT LEAVE . . . . .	15
ARTICLE 24:	REPORTING PAY . . . . .	15
ARTICLE 25:	CALL IN PAY . . . . .	16
ARTICLE 26:	JURY DUTY . . . . .	16
ARTICLE 27:	CONVENIENCES . . . . .	16

ARTICLE 28:	TRANSPORTATION COSTS . . . . .	17
ARTICLE 29:	ROOM AND MEAL ALLOWANCE . . . . .	18
ARTICLE 30:	SAFETY AND EQUIPMENT . . . . .	18
ARTICLE 31:	PAYMENT OF WAGES . . . . .	18
ARTICLE 32:	PATERNITY LEAVE . . . . .	19
ARTICLE 33:	SICK LEAVE . . . . .	19
ARTICLE 34:	WAGE RATES . . . . .	19
ARTICLE 35:	ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM .	19
ARTICLE 36:	TERM OF AGREEMENT . . . . .	20
SCHEDULE "A"	. . . . .	21
MEMORANDUM OF UNDERSTANDING . . . . .		22

**MEMORANDUM OF AGREEMENT**

between

**CORPORATION OF THE TOWNSHIP OF PELEE**  
(hereinafter referred to as "the Employer")

and

**SEAFARERS' INTERNATIONAL UNION OF CANADA**  
(hereinafter referred to as "the Union")

**ARTICLE 1: PURPOSE OF AGREEMENT**

1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer's business without interruption or interference with work, and to provide fair wages, hours and safe working conditions for the employees. It is recognized by this Agreement to be the desire of the Employer, the Union and the employees to co-operate fully, individually and collectively for the advancement of the said conditions,

1.02 Words imparting the masculine gender shall include the feminine and words imparting the feminine shall include the masculine.

1.03 Throughout this Agreement, whenever the delegate is referred to, the reference shall also apply to the alternate delegate unless so noted otherwise.

1.04 Throughout this Agreement, whenever the Transportation Manager is referred to, the reference shall also apply to her designate unless so noted otherwise.

**ARTICLE 2: SCOPE & RECOGNITION**

2.01 This Agreement shall apply to all employees in the bargaining unit defined in the Certificate issued by the Canada Labour Relations Board on the 19th day of July, 1985; that is, all unlicensed personnel employed aboard ferries by the Corporation of the Township of Pelee, excluding, captains, chief engineers, mates, engineers, and those above the rank of captain, chief engineer, mate and engineer and those employed during the school vacation period.

This Agreement shall apply to all employees in the bargaining unit defined in the Certificate issued by the Canada Labour Relations Board on the 5th day of January, 1989; that is all employees of the Corporation of the Township of Pelee involved in

its ferry operation excluding the manager, captain, engineer, mate, casuals student-office, and those already covered by a Certification Order.

**2.02** The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit defined above.

**ARTICLE 3: MANAGEMENT RIGHTS**

**3.01** The Union recognizes and acknowledges that the management of the operation and its facilities and direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;
- b) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall, or select employees for positions excluded from the bargaining unit;
- c) establish and administer relevant and reasonable tests for the purpose of assisting the Employer in determining an employee's qualifications, and require medical examinations at the Employer's expense and by a doctor of the employee's choice;
- d) determine the location of operations, and their expansion or their curtailment, the schedules of operations, the number of shifts; determine the methods and processes to be employed, job content, determine the qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, when overtime shall be worked and require employees to work overtime;
- e) have the sole and exclusive jurisdiction over all operations, vessels, buildings, machinery, equipment.

**3.02** The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this

agreement and the express provisions of this Agreement constitute the only limitations upon the Employer's rights.

**ARTICLE 4: UNION SECURITY**

**4.01** An employee covered by this Agreement who is not a member of the Union shall, within thirty (30) calendar days of commencing employment, make application for membership in the Union. If the Union refuses to accept such employee, a satisfactory written statement of reason must be supplied by the Union to the Employer.

**4.02** The Employer agrees to maintain in their employ only members of the Union in good standing. "Good Standing" is herein defined to mean that a member has not failed to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the Union.

**4.03** The Employer shall not be required to discharge any employee under Article 4.02 above unless and until a qualified replacement is available subject to the Grievance Procedure.

**4.04** The Employer agrees to deduct initiation fees and/or monthly Union dues and/or assessments in respect to all employees covered by this Agreement in the amounts as established by the Union. In addition, the Employer agrees to deduct and remit, at the request of the Union, any other monies related to Union membership.

**4.05** All amounts required to be deducted by this Article shall be remitted monthly to the Union headquarters at Montreal, Quebec not later than the 15th day of the following month.

**4.06** The Union will indemnify the Employer and save it harmless from any and all claims or demands which are made to it by any employee as a result of any action taken by the Employer pursuant to the provisions of this Article.

**ARTICLE 5: REPRESENTATION**

**5.01** The Union shall select one (1) delegate and one (1) alternate delegate from the employees in the bargaining unit and shall notify the Employer, in writing, of their names. The Employer shall not be required to recognize anyone as delegate until it has been so notified.

**5.02** A delegate may investigate and process grievances in accordance with the Grievance Procedure set out in this Agreement.

**5.03** No delegate shall leave his work to investigate or process any grievance without the prior consent of the Transportation Manager. Consent of the Transportation Manager shall not be unreasonably withheld. It is understood that the delegate will not absent himself from his regular duties unreasonably.

**5.04** The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer except as hereinafter provided for in this Agreement.

**ARTICLE 6: HIRING**

**6.01** The Union and the Employer recognize and acknowledge that the local economy of Pelee Island is dependent upon local residents being employed under this Agreement.

**6.02** The Company agrees that all new employees in the bargaining unit to be hired shall be hired according to the following priority:

- a) First, by seniority from a list of persons who are both members of the Union and local residents. This list will be supplied to the Company by the Union within two (2) weeks of the signing of this Agreement, and thereafter, as is necessary;
- b) Failing the hire of persons through (a) above, the Employer may hire persons who are local residents;
- c) Failing the hiring of persons through (b) above, then the Employer agrees to hire persons through the closest Union hiring hall by requesting such persons from the Union; and
- d) Failing the supply of persons through (c) above, then the Employer shall be free to hire persons from any other available source.

**6.03** For the purposes of Article 6.02 above, both the Union and the Employer shall have only five (5) calendar days under each of the above steps. The five (5) calendar day period in Article **6.02(a)** shall commence with notification to the Union hiring hall by the Employer that an additional employee is required. The five (5) day time periods under Article **6.02(b) - (c)** shall be calculated accordingly.

**6.04** For the purposes of Article 6 "local resident" means a person who has resided for the three (3) consecutive months, immediately prior to the commencement of the five (5) day period under Article **6.02(a)** in the Township of Pelee, the Town of Leamington or the Town of Kingsville.

**6.05** The Union agrees that its hiring facility shall be available as follows:

- a) The Union hiring hall shall be opened Monday through Friday from 09:00 hours to 17:00 hours.

- b) Dispatching of personnel shall be conducted at all ports in accordance with the above stated hours Monday through Friday.
- c) Outside the hours of 09:00 hours to 17:00 hours, the Union hiring hall shall have an answering service for incoming calls.
- d) Telephone numbers of Union officials shall be furnished to the Company in case of emergency calls for employment.
- e) The Union hiring facility shall be closed on all statutory holidays specified in Article 19.01 hereof and on all other applicable federal or provincial statutory holidays. Where such statutory holidays fall on a Saturday or on a Sunday, the Union hiring hall shall be closed on the following Monday or on the next juridical day should the following Monday be a statutory holiday.

6.06 Members who are refused for employment must be immediately furnished in writing with the reason for such refusal. If the member is not accepted by the Employer, as a result of or because of an error committed by the Employer in placing a call for a replacement, the said member shall be reimbursed for reasonable transportation costs to and from the vessel, living expenses supported by receipts and shall receive eight (8) hours' pay at the straight time hourly rate specified in this Collective Agreement.

6.07 If the Employer's vessel is delayed in transit and the employee must stay overnight waiting for it, the Employer shall pay reasonable living expenses supported by receipts until the arrival of the Employer's vessel or until the call is cancelled.

#### **ARTICLE 7: NO DISCRIMINATION**

7.01 There shall be no discrimination by the Employer or the Union or its members against any employee, because of race, creed, colour, **sex**, national origin, religion, age, as these terms are defined by the Canadian Human Rights Code or on grounds of mother tongue when an employee's mother tongue is either of the two official languages of Canada.

7.02 The Union shall not discriminate in any way against persons hired pursuant to Article **6.02(b)** and (d).

7.03 The Employer shall not discriminate in any way against persons hired pursuant to Article **6.02(a)** and (c).

#### **ARTICLE 8: GRIEVANCE PROCEDURE**

8.01 The purpose of this Article is to establish a procedure for the settlement of grievances.

8.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation



of this Agreement may discuss his complaint with the Transportation Manager. Such a complaint shall be brought to the attention of the Transportation Manager within five (5) working days of the incident giving rise to the complaint. The Transportation Manager shall state her decision verbally within five (5) working days of receiving the complaint.

STEP 1: Should the employee be dissatisfied with the Transportation Manager's disposition of the complaint, he may, with the assistance of his delegate, refer such matter on a written grievance form supplied by the Union to the Transportation Manager who shall answer the grievance in writing to the Union by registered mail and the grievor with brief reasons for the decision within fifteen (15) working days. The complaint shall constitute a formal grievance at Step 1 and shall be filed within fifteen (15) working days of receipt of the reply of the Transportation Manager to the complaint. The grievance should specify the provisions of the Agreement of which a violation is alleged and indicate the relief sought and shall contain a brief statement of the facts relied upon and be signed by the employee.

STEP 2: If no settlement is reached at Step 1, the Union representative, the delegate, the grievor and representatives of management shall meet within fifteen (15) working days of date of registration of the reply of the Transportation Manager, or a time mutually agreed upon, to discuss the grievance. If the grievance is not settled within fifteen (15) working days, it may be referred to arbitration as hereinafter provided.

8.03 The Union or the Employer may initiate a grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within fifteen (15) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 10 by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance. The Union may not institute a grievance directly affecting an employee which such employee could himself institute and the regular Grievance Procedure shall not thereby be by-passed. The Union may institute group or policy grievances and without limiting the generality of the foregoing, these grievances may include claims for monetary compensation.

8.04 No grievances may be submitted concerning the termination of employment, lay-off or disciplining of a probationary employee. An employee will have no seniority rights during the probationary period and if his employment is terminated at any time during such probationary period such termination shall not be subject to the Grievance Procedure.

**ARTICLE 9: DISCHARGE & SUSPENSION CASES**

**9.01** In all cases where an employee who has acquired seniority with the Employer is discharged or suspended the Employer shall notify the Union. The Union or the employee who has acquired seniority with the Employer who believes he has been unjustly discharged or suspended may within five (5) working days of notice of discharge or suspension file a grievance at Step 2 with the Transportation Manager and the grievance shall be dealt with in accordance with Step 2 and the balance of the Grievance Procedure.

**9.02** The Employer agrees that where meetings are held with employees who have acquired seniority with the Employer, which implement discharge or suspension, the employee has the right to have the delegate present if he so desires. An employee who has acquired seniority with the Employer who is discharged or suspended shall also be given a reasonable opportunity to an interview with his delegate before leaving the Employer's premises, unless it is necessary, because of the circumstances giving rise to his discharge including, but not limited to, circumstances such as safety, drunkenness, fighting, theft or any other similar serious matter to require the immediate expulsion of the employee from the Employer's premises.

**9.03** All warnings shall be given in writing. Any warning or disciplinary action shall be removed from an employee's record after the expiry of two (2) years from the date of issue if no disciplinary action or warnings have been issued within the two (2) year period.

**9.04** Where a suspension or discharge grievance is not settled and becomes the subject matter of an arbitration, the Arbitrator may substitute such other penalty for the discharge or suspension as to the Arbitrator seems just and reasonable in all the circumstances.

**ARTICLE 10: ARBITRATION**

**10.01** When a grievance has not been settled through the Grievance Procedure, either party may notify the other in writing of its desire to submit it to Arbitration. The notice shall be delivered to the other party within thirty (30) working days of the reply under Step 2.

**10.02** The Arbitrator shall be selected by the parties from the following list in rotation:

H.D. Brown, Q.C.  
W.B. Rayner  
R.H. McLaren  
E.E. Palmer, Q.C.

In the event that the Arbitrator selected by the parties is unable to act, the particular case will be referred to the next-named Arbitrator on the list. The arbitration board shall hear and

determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.

10.03 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

10.04 Each of the parties hereto will jointly share the expenses of the Arbitrator, if any.

10.05 The Arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

#### **ARTICLE 11: SENIORITY**

11.01 The Union and the Company both recognize and acknowledge that the employees are entitled to an equitable measure of security and advancement based on length of service.

11.02 Newly hired employees pursuant to Article 6.02(b) and (d) shall serve a probationary period of sixty (60) days worked and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have his seniority dated back to his most recent date of hire. During the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at the sole discretion of the Employer.

11.03 Seniority is the principle of granting preference to employees within the bargaining unit for purposes of promotions, demotions, lay-offs, recalls, assignments to shifts, selections and transfers. Seniority shall mean an employee's length of continuous service with the Employer. An employee shall maintain and accumulate seniority under the following conditions:

- a) while he is actively at work for the Employer after he has completed his probationary period as set out in Article 11.02 above if applicable;
- b) during any period when he is prevented from performing his work for the Employer by reason of injury arising out of and in the course of his employment for the Employer and for which he is receiving compensation under the provisions of the Workers' Compensation Act, subject to Article 11.06;
- c) during the first ninety (90) days of any absence due to illness, lay-off or written leave of absence. Such lay-off period shall not include the winter lay up.

11.04 The Employer will consider the requirements and efficiency of operations and the skill, ability and physical fitness of the individual employee to perform the normal required work in determining which employee is to be assigned, promoted,

demoted, or transferred, and where these are relatively equal, seniority shall govern. For lay-off and recall seniority within the bargaining unit shall govern provided the employee has the ability to perform the work.

11.05 Seniority lists will be supplied to the Union and posted on the bulletin board within two (2) weeks of the signing of this Agreement and at the start of each navigation season during this Agreement.

11.06 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- a) if he voluntarily quits;
- b) if he is discharged for any cause and not reinstated through the Grievance Procedure;
- c) if he fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement;
- d) if twelve (12) months or a period of time equivalent to the employee's seniority, prior to lay-off, whichever is less, have elapsed from the day of lay-off. (It is agreed that the time spent on lay-off by an employee as a result of the winter lay up shall not be included for the purposes of **11.06(d)**);
- e) if he is absent from work for more than three (3) consecutive scheduled working days without notifying the Employer; and
- f) if he is absent from work for more than twelve (12) months due to accident or illness or a period equivalent to the employee's seniority prior to absence, whichever is less.

11.07 When recalling an employee after lay-off, he shall be personally notified by telephone or notified by registered mail or telegram and allowed five (5) working days from the date he is personally notified by telephone or notified by registered mail or telegram to report for work and, in the meantime, if an employee who is recalled for work and is not immediately available for work, other employees in seniority standing may be recalled but will be temporarily employed until the senior employee reports within the five (5) working day period as outlined. An employee to whom a registered letter or telegram is sent in accordance with this Article must contact the Employer within forty-eight (48) hours of the notice of return to work if he wishes the Employer to hold the job open for him for the full five (5) working day period. It shall be the employee's responsibility to keep the Employer notified as to any change of his address or telephone number so that they will be up to date at all times.

**11.08** Employees promoted to supervisory positions or positions not covered by this Agreement will retain their seniority after promotion and if transferred back into the bargaining unit the time served in such position shall be included in their seniority standing, up to a maximum of twelve (12) months, unless otherwise mutually agreed.

**11.09** At the lay-up of the vessel for the season, the Employer shall provide each satisfactory employee with the following letter of intent:

- i) copy for Employee;
- ii) copy for the Captain/Chief Engineer;
- iii) copy for Employer; and
- iv) copy for S.I.U.

COMPANY LETTERHEAD  
NOTICE OF INTENT

Employee's Name	Rating
Home Address	Home Telephone
Name of Ship	Captain/Chief Engineer
Manager's Address	Manager's Telephone
Employer's Address	Employer's Telephone

This will certify that the above-named employee has indicated his intention to resume his employment with this Employer for the \_\_\_\_\_ navigation season. I have accepted his notice of intent, and accordingly endorse the same. It is agreed that this shall not constitute a guarantee of work for the coming season, but is dependent upon the availability of work for the \_\_\_\_\_ navigation season.

Signed: \_\_\_\_\_  
Transportation Manager

ARTICLE 12: NO STRIKES OR LOCK-OUTS

**12.01** In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, there will be no strikes, lock-outs, walkouts, secondary boycotts, picketing, slow-downs or stoppages of or interference with work or production, either complete or partial, during the life of this Agreement.

ARTICLE 13: BULLETIN BOARD

**13.01** The Union shall have the use of a bulletin board on the Employer's premises for the purpose of posting notices relating to the Union's business.

**ARTICLE 14: LEAVE OF ABSENCE**

**14.01** The Employer may grant a leave of absence of up to ninety (90) days without pay to employees for legitimate personal reasons. The employee must renew such a leave of absence at the end of each ninety (90) day period. Leave of absence shall not be granted to an employee for the purpose of working elsewhere.

**14.02** Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.

**ARTICLE 15: HEALTH & SAFETY**

**15.01** The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in the Employer's operations in order to prevent industrial injury and illness.

**15.02** There shall be established one Joint Health and Safety Committee for both the unlicensed and licensed bargaining units composed of a maximum of two (2) members elected by the employees and two (2) members designated by the Employer. The Committee shall meet at least once every three (3) months. A Union Officer may be in attendance at this meeting.

**ARTICLE 16: TRAINING AND EDUCATION**

**16.01** Should an employee take a Ministry-approved course to update his skills and ability to perform the job he is doing for the Employer or upgrade his certificates, the Employer shall reimburse him for tuition, **books**, room and board where supported by receipts.

**ARTICLE 17: UNION OFFICERS BOARDING VESSELS**

**17.01** The Union representatives will not enter upon the premises of the Employer without obtaining the prior consent of the Employer except as hereinafter provided.

**17.02** The Employer agrees to issue boarding passes to the Union's representatives for the purpose of consulting with its members. No more than two (2) Union representatives shall be allowed on board the Employer's vessels at one time. The representatives of the Union shall be allowed on board vessels at principal loading and unloading ports as well as during transit between ports. The Union representatives shall give at least twelve (12) hours' advance notice to the Transportation Manager prior to boarding the Employer's vessel. Such representatives shall not interfere in any way with the operations of the vessel.

**17.03** The Union shall submit to the Employer the names and relevant particulars of the bona fide Union members authorized by the Union to act as its representatives provided that the Employer,

upon receiving from the representatives a waiver, in a form satisfactory to the Employer, of any claim for any damage resulting from an accident or an injury on or about the Employer's property, shall thereupon issue a pass valid for the duration of this Agreement to each such representative enabling them to board the Employer's ship in port for the purpose herein provided. In the event that such privilege is withdrawn from a designated Union representative, the Union will undertake to notify the Employer to revoke such pass.

**17.04** The Union representative shall not violate any provision of this Agreement or interfere with the Officers aboard the ship or retard the work of the vessels, subject to penalty or revocation of the pass granted herein. Any such revocation shall be subject to the Grievance Procedure.

**17.05** The Employer assumes no responsibility for securing passes to or through Company property owned or controlled by others, but the Employer agrees to cooperate with the Union in endeavouring to secure such passes.

**17.06** The Employer shall provide, free of charge, transportation to Union representatives and their vehicles upon the Employer's vessels. Union representatives and their vehicles shall not be allowed to "bump" paying passengers and their vehicles off the Employer's vessels.

#### **ARTICLE 18: VACATIONS**

**18.01** An employee having completed:

- a) less than one (1) full navigation season of service with the Employer shall receive vacation pay equal to four percent (**4%**) of his gross wages earned during the then current navigation season with the Employer.
- b) more than one (1) full season of service with the same Employer but less than six (6) full consecutive navigation seasons of service with the Employer shall receive vacation pay equal to five per cent (**5%**) of his gross wages earned during the then current navigation season with the Employer.
- c) more than six (6) full consecutive navigation seasons of service with the Employer shall receive vacation pay equal to six percent (**6%**) of his gross wages earned during the then current navigation season with the Employer.

**18.02** The term "gross wages" does not include the previous navigation season's vacation pay.

**18.03** The Employer shall pay all accumulated vacation pay to an employee at each time any payment for wages is made.

**18.04** The Employer agrees that should vacation pay percentages according to the Canada Labour Code, increase during the term of this Collective Agreement, the above Article **18.01(a)**, (b) and (c) shall be automatically increased to reflect these percentage changes.

18.05 The Employer shall recognize the seniority accumulated by present employees with the Employer for vacation pay purposes.

ARTICLE 19: PAID HOLIDAYS

19.01 The following shall be recognized as holidays to be paid for on the basis of the employee's straight-time hourly rate multiplied by the number of hours the employee would normally have worked on such day:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

or days celebrated in lieu thereof, regardless of the day on which it falls.

19.02 An employee will be paid for a holiday provided he,

- a) works his last scheduled shift which immediately precedes and his first full scheduled shift which immediately follows such holiday unless he is excused by the Transportation Manager; and
- b) is on the active payroll of the Employer and not on leave of absence, sick leave, workers' compensation or lay-off, or on lay-off as a result of the lay-up of the Employer's vessels at the end of the navigation season.

19.03 If an employee works on any of the said holidays, he shall be paid for all hours worked on the holiday at two and one-half (2½) times his straight-time hourly rate of pay.

ARTICLE 20: HOURS OF WORK

20.01 The regular hours of work on the Pelee Islander and the Upper Canada during the life of this Agreement shall approximate the regular hours of work during the Employer's 1989 navigation season as is reasonably and practicably possible with the exception of the new summer season schedule and the additional third run during the March to May period. However, this Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work for regularly assigned hours, or for any hours per day or per week, or of days of work per week and the Employer reserves the right to alter starting and quitting times.



**20.02** Should the Employer alter the regular hours of work so that they do not reasonably and practicably approximate the hours set out in Article 20.01, the Employer will provide as much advance notice to the Union as possible and will meet with the Union to discuss the alterations.

**20.03** The regular work day shall include a one-half ( $\frac{1}{2}$ ) hour unpaid lunch period.

**ARTICLE 21: OVERTIME**

**21.01 a)** Except during the summer season, time and one-half the employee's straight-time hourly rate shall be paid for all hours worked in excess of eight (80) hours in a two (2) week period. For overtime purposes the two (2) week period shall correspond to the Employer's pay period commencing at **12:01** a.m. on a Sunday morning and finishing at **12:00** midnight on the second succeeding Saturday. The two (2) week period shall not be a "floating" two (2) week period. There shall be no duplication or pyramiding of overtime and any other premium.

b) During the summer (June **16, 1989** - September **3, 1989** inclusive), time and one-half the employees' straight-time hourly rate shall be paid for all hours worked in excess of forty (40) hours in a week. There shall be no duplication or pyramiding of overtime and any other premium.

**21.02** It is agreed that overtime is compulsory and that the Employer has the right to assign overtime but the Employer agrees that it will give employees as much notice as is reasonably possible.

**21.03** All overtime must be authorized by the Transportation Manager.

**21.04** All time worked on a paid holiday under Article 19 shall not be used in calculating overtime entitlement.

**ARTICLE 22: FRINGE BENEFITS**

**22.01 (a)** The Employer shall provide and pay, on behalf of each permanent, full-time employee who has completed his probationary period and is not on leave of absence or lay-off, one hundred percent (100%) of the premium cost of group life insurance, accidental death and dismemberment, vision care, long-term disability, comprehensive medical and dental plan.

(b) All of the benefits mentioned in this Article shall be more particularly described and set forth in the respective plan documents or policies of insurance.

(c) It shall be the obligation of the employee to resolve any disputes concerning payment of benefits under any plan or policy directly with the insurer. However, the Employer will use its best efforts to adjust and settle any such disputes.

(d) It is understood that employees who have completed their probationary period and are not on leave of absence or lay-off must, as a condition of employment, participate in the aforesaid group insurance plan.

**22.02** (a) Effective January 1st, 1991, the Employer shall pay to the Seafarers' Medical Plan, on behalf of each non-student part-time or non-student summer employee who has completed his probationary period, the sum of one hundred dollars (\$100.00) per month or part of a month in which the employee is employed by the Employer (i.e. non-student summer employees will be eligible for the months of June to September inclusive).

(b) Effective January 1st, 1992, the amount of contribution to the Seafarers' Medical Plan under Article 22.02 (a) shall be increased to one hundred and ten dollars (\$110.00).

**ARTICLE 23: BEREAVEMENT**

**23.01** The Employer shall pay to an employee up to three (3) days pay at the regular rate of pay for all regular time lost in total of the death of the employee's wife, father, mother, sister or mother-in-law. Payment shall be made only for that extent of the time lost on any of the normal work days that occur during the three (3) days immediately following the day of the death. In order to qualify the employee must have been continuously employed with the Employer for three (3) consecutive months. Payment shall be made in accordance with the Bereavement Policy of the Union to the Union Steward.

**23.02** Employees shall not be paid pursuant to this Article for any period during which they would not have worked.

**23.03** Employees who have not been continuously employed with the Employer for three (3) consecutive months shall be entitled to three (3) days leave without pay in accordance with Article 23.01.

**ARTICLE 24: REPORTING PAY**

**24.01** Employees who report for work at the regular starting time and for whom no work is available shall receive not less than the regularly scheduled hours of work for that day at the regular hourly rate.

**24.02** The employee shall be available for work for the remainder of his regularly scheduled shift and the Employer shall not be liable for additional payment if the employee is called back in during the course of his regularly scheduled shift.

**24.03** The provisions of this Article shall not apply in the event of strikes, or where damage or repairs to docking facilities or the Employer's vessels prevent the Employer from providing work or where the Employer is unable to advise the employee or leave a message not to report for work because the employee has not

provided his current address and telephone number to the Employer. This clause shall not apply in situations where the Employer's vessel(s) is(are) unable to operate due to weather conditions.

**ARTICLE 25: CALL IN PAY**

**25.01** If an employee is called in to work after having left the Employer's premises after completion of his regular scheduled shift, he shall receive a minimum of three (3) hours' pay at the applicable rate. This provision shall not be applicable to overtime worked in conjunction with an employee's regularly scheduled shift and there shall be no duplication of this premium and any other premium provided for in this Agreement.

**ARTICLE 26: JURY DUTY**

**26.01** An employee who is selected for service as a juror or is required by subpoena to appear in court as a Crown witness will be compensated for loss of pay from his regularly scheduled shift due to such jury service or appearance in court. Such compensation will be based on his regularly scheduled hours at his straight-time hourly rate less the fee received for his services as a juror or witness. However, should the employee present himself for selection as a juror and not be selected or appear as a witness and be released, then he is required to return to his place of employment to complete his remaining normally scheduled work day.

**26.02** In order for an employee to qualify for payment under this Article, he must:

- a) inform the manager within seventy-two (72) hours of his selection for service as a juror or witness.
- b) if released from service as a juror or witness and six (6) hours or more remain in the employee's regularly scheduled hours, he must return to work to complete his remaining normally scheduled work day.
- c) provide a written schedule to the Employer indicating the date of his service as a juror or witness, the time so spent and the fee received for his services as a juror or witness;
- d) have completed his probationary period.

**ARTICLE 27: CONVENIENCES**

**27.01** The Employer agrees to provide the following conveniences to employees during the life of the agreement:

1. One (1) raincoat, two (2) pairs of coveralls, six (6) pairs of pants, six (6) shirts, one (1) spring jacket, one (1) winter coat, one (1) hat and four (4) pairs of gloves.

2. Two (2) blankets per bed, two (2) sheets, two (2) pillow cases, two (2) bath towels, two (2) hand towels and two (2) face cloths per employee per week as well as adequate soap for the employee's use.
3. An adequate supply of crockery, cutlery and cooking utensils.
4. Reasonable accommodation and meals where necessary in laying up of the vessels on the mainland at the end of the Employer's navigation season or when the vessel must lay over due to weather conditions.
5. Employees shall receive, free of charge, standby placement on the Employer's vessels for themselves and their personal vehicles. Employees in their vehicles shall not be entitled to bump paying customers from the Employer's vessels.

All clothing and uniform items listed above shall be replaced when necessary.

27.02 Meal Allowance on the Pelee Islander

Employees working on the Pelee Islander will receive a meal allowance of fifteen dollars and fifty cents (\$15.50) per day for each day worked on the Pelee Islander during the time period when the daily Sandusky runs start until the day following Labour Day (known as the "summer season") and during the fall hunt period (Tuesday through Saturday). This amount shall be increased to sixteen dollars and fifty cents (\$16.50) per day effective January 1st, 1992.

27.03 Meal Allowance on the Upper Canada

During the time periods set out in 27.02 above, employees working on the Upper Canada will receive a meal allowance of seven dollars (\$7.00) per day. This amount shall be increased to seven dollars and fifty cents (\$7.50) per day effective January 1st, 1992.

ARTICLE 28: TRANSPORTATION COSTS

28.01 Effective January 1st, 1991, the Employer shall pay transportation costs of twenty-eight cents (~~28¢~~) per kilometre under the following circumstances:

- (a) When an employee is required to lay up the vessel at the end of the navigation season, he will be reimbursed from the vessel to his place of residence or the Union Hall in Thorold, Ontario, whichever is closer.
- (b) When an employee is required to join the vessel at fit-out at the commencement of the navigation season, he will be reimbursed from his home or the Union Hall in Thorold,

Ontario, to the place of winter lay-up, whichever is closer.

This rate shall be increased to twenty-nine cents (29¢) per kilometre effective January 1st, 1992.

28.02 The Employer will pay for the cost of air fare between Pelee Island and Windsor and/or Windsor and Pelee Island, if necessary, at the time of winter lay up or for the commencement of the Employer's navigation season.

ARTICLE 29: ROOM AND MEAL ALLOWANCE

29.01 Where, due to weather conditions or mechanical failure of the Employer's vessels, the Employer's vessel is forced to dock overnight at a place other than its scheduled destination and the Employer is unable to provide room and board on the vessel, the Employer will arrange and pay for accommodation for employees and will reimburse employees for meals up to a maximum of six dollars (\$6.00) for breakfast, eight dollars (\$8.00) for lunch, eleven dollars (\$11.00) for dinner, per meal where supported by receipts.

29.02 (a) When employees are required to work on Employer vessels during fit-out, lay-up or when the vessel is in drydock, and room and meals are not provided on board the vessel, the Employer shall provide these, to all employees who cannot reach the job site from their home within one (1) hour by car, as per 29.01 above.

(b) Employees who can reach the job site within one (1) hour but not one-half ( $\frac{1}{2}$ ) hour shall be provided with the lunch allowance only.

ARTICLE 30: SAFETY AND EQUIPMENT

30.01 Each cabin where employees are required to sleep shall be fitted with a smoke detecting device, and such devices shall not be disconnected by employees except for repair purposes.

30.02 The Employer agrees to supply and maintain safety equipment for the use of employees in accordance with Department of Transport regulations and Labour Canada regulations (Part II) including safety goggles, ear muffs or ear plugs and hard hats where required.

30.03 The Employer will reimburse each employee for an amount up to seventy dollars (**\$70.00**) per year towards the purchase of Employer-approved safety shoes where required, up to a maximum of once per year. This amount shall be increased to eighty dollars (\$80.00) effective January 1st, 1992.

ARTICLE 31: PAYMENT OF WAGES

31.01 Employees shall have the option of receiving their pay cheques in person on board the Employer's vessels at Pelee Island

or having their pay cheques mailed to their home. Employees shall designate in writing to the Transportation Manager which place of payment they desire.

ARTICLE 32: PATERNITY LEAVE

**32.01** The Employer shall grant paternity leave for a period of up to thirty (30) days without pay to an employee who makes a written request to the Transportation Manager. Employees requesting such leave shall make such a request at least two (2) weeks prior to his spouse's expected due date.

ARTICLE 33: SICK LEAVE

33.01 On the first day of the Employer's navigation season, employees will be credited with sick leave allowance of ten (10) working days. Days absent because of illness or accident, other than absences which are eligible for Worker's Compensation, will be charged against this allowance and will be paid for in full.

33.02 Sick leave cannot be accumulated from year to year. Employees shall receive partial payment for unused sick leave at the end of any navigation season, upon termination, discharge or death. The partial payment is one-half of the unused sick leave. A sick day is equivalent to a ten (10) hour shift.

**33.03** An employee absent as a result of illness or accident is required to advise the Transportation Manager by telephone at the earliest possible opportunity.

**33.04** An employee shall, when required, produce to the Employer evidence of illness reasonably satisfactory to the Employer. The employee may be required to undergo a medical examination by a physician of the Employer's choosing if the Employer deems it necessary. The Employer will provide a copy of the opinion or report of its physician to the employee's physician. The Employer will be responsible for the expense of such reports.

ARTICLE 34: WAGE RATES

34.01 Employees shall be classified and paid according to the following Schedule "A".

ARTICLE 35: ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM

35.01 Participation in the Ontario Municipal Employees Retirement System shall be a condition of employment for all full-time bargaining unit employees. Contributions shall be made according to the Ontario Municipal Employees Retirement Act, as amended from time to time.

\*

**ARTICLE 36: TERM OF AGREEMENT**

36.01 This Agreement shall commence on the 1st day of January, 1991, and end on the 31st day of December, 1992, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days or more than ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

Dated at Montreal, Q.C. this 14<sup>th</sup> day of June, 1991.

Bill Kestel  
Corporation of the Township  
of Pelee

[Signature]  
Seafarers' International  
Union of Canada.

SCHEDULE "A"

HOURLY CLASSIFICATION SCHEDULE

	<u>1991 SEASON</u>	<u>1992 SEASON</u>
Probationary Rate for Wheelsman, Oiler, Deckhand, Reservation Agent and Linesman	\$12.23	\$12.93
Wheelsman	12.41	13.12
Oiler	12.41	13.12
Deckhand	12.41	13.12
Reservation Agent	12.41	13.12
Linesman	12.41	13.12
Ticket Agent	9.93	11.02

Effective the date of ratification, the Employer agrees to contribute to the Union's Hiring Hall Trust Fund the sum of thirty cents (30¢) per man on the active payroll of the Employer, and not on lay-off, for each day the employee works. Effective January 1st, **1992** this amount will be increased to thirty-five cents (35¢) per man on the active payroll.



MEMORANDUM OF UNDERSTANDING

between

**CORPORATION OF THE TOWNSHIP OF PELEE**  
(hereinafter referred to as "the Employer")

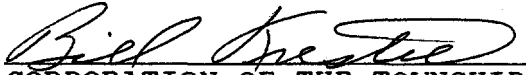
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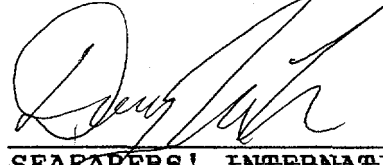
**SEAFARERS' INTERNATIONAL UNION OF CANADA**  
(hereinafter referred to as "the Union")

The Union shall endeavour to have spaces made available for all Company employees at the Marine Emergency Training Centre in Port Colbourne, Ontario during the winter of 1991-92, for the purposes of obtaining M.E.D., Bridgwatch and/or Engineroom Rating Assistant Certificates.

Should this not be possible, the Union will give its best efforts to find accommodation elsewhere.

DATED AT Montreal, P.Q. THIS 14<sup>th</sup> DAY OF June, 1991.

  
CORPORATION OF THE TOWNSHIP  
OF PELEE

  
SEAFARERS' INTERNATIONAL  
UNION OF CANADA