



**Marine Atlantic
Marine Atlantique**

Canada

AGREEMENT "A"

Between

MARINE ATLANTIC INC.

And

The Canadian Merchant Service Guild (CMSG)



**JANUARY 1, 2014
TO
DECEMBER 31, 2016**

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ARTICLE 1 RECOGNITION AND SCOPE

- 1.1 The Company agrees to recognize Canadian Merchant Service Guild (CMSG) as the sole collective bargaining agent with respect to wages, hours of work and other working conditions for all classes of officers enumerated herein.
- 1.2 The use of the masculine gender in this collective agreement includes the feminine and vice versa.

ARTICLE 2 AUTHORITY OF MASTER

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

ARTICLE 3 STOPPAGE OF WORK

- 3.1 There shall be no strike, lock-out, or stoppage of work while this agreement is in effect.
- 3.2 If an officer is confronted by a picket line the Employer shall provide security and safe access. The officer is responsible to notify the terminal management prior to their arrival.

ARTICLE 4 EMERGENCY DUTIES

- 4.1 Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of other vessels, lives or cargoes, shall be performed at any time on immediate call, notwithstanding any

provision of this Agreement which might be construed to the contrary. The Master will be the sole judge.

ARTICLE 5 COMPANY SAFETY REGULATIONS

- 5.1 Any safety regulations which the Company may now have in force for the safety of the vessel, crew and passengers, and any further safety regulations or amendments to existing safety regulations which the Company shall put into effect during the term of this Agreement, and which are brought to the attention of the officers, shall be strictly adhered to by all officers. Violation of such regulations shall be sufficient cause for discipline.

ARTICLE 6 GOVERNMENT LAWS AND REGULATIONS

- 6.1 Nothing contained in this agreement shall be construed as to render null and void the obligations of the signatories under the provisions of the Canada Shipping Act or other Government legislation or regulations, nor to impair in any manner whatsoever the absolute authority of the Master.

ARTICLE 7 VESSEL ACCESS BY DESIGNATED UNION REPRESENTATIVES

- 7.1 Designated Union representatives will be permitted access to Marine Atlantic Inc. property in accordance with Company procedures to contact its members covered by this Agreement. Such representatives shall be allowed aboard at any time which in the opinion of the Master will not interfere with the regular operation of ship's business. Such representatives shall follow all safety and security regulations.
- 7.2 The designated Union representative shall obtain the permission of the Master to hold a meeting with the staff (group) which shall not be unreasonably withheld.
- 7.3 Should the designated union representative(s) fail to observe the above provisions, this shall be grounds for revocation of boarding privileges. The Company will provide the representative(s) with an opportunity to meet and review the evidence prior to assessing whether that boarding privileges should be revoked. If boarding

privileges are revoked the Company shall advise the Union representative(s) in writing.

- 7.4 In the event that the Union withdraws such privileges from the designated union representative of the union, the Union shall notify the Company in writing of such revocation.

ARTICLE 8 DRILLS

- 8.1 Lifeboat, fire and other emergency drills shall be held at the discretion of the Master. Preparation for drills, such as stretching fire hose, and hoisting or swinging out lifeboats, shall not be done prior to the signal for such drills, and after drill is over all hands shall secure boats and gear and replace fire hose in safe custody. In no event shall overtime be paid for work performed in connection with such drills, except when officers, not onboard the vessel, are required to report prior to their normal starting time.

ARTICLE 9 DEDUCTION OF UNION DUES

- 9.1 The Company shall deduct each pay period from wages due and payable to each officer coming within the scope of this Collective Agreement an amount equivalent to the uniform monthly union dues of the Union subject to the conditions and exceptions set forth hereunder.
- 9.2 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Union. The amount to be deducted shall not be changed during the term of the agreement excepting to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions.
- 9.3 All Officers occupying positions covered by this Collective Agreement shall become members of the Union.
- 9.4 Membership in the Union signatory hereto shall be available to any officer eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local concerned. Membership shall not be denied for reasons of race, national origin, colour or religion.

- 9.5 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.
- 9.6 The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the officer or officers of the Union as may be mutually agreed by the Company and the Union not later than 30 calendar days following the pay period which contains the twenty-fourth day of the month.
- 9.7 The Company shall not be responsible financially or otherwise, either to the Union or to any officer, 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 an officer's wages, the Company shall adjust it directly with the officer. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers of the Union.
- 9.8 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 Company pursuant to Article 9.1, both parties shall cooperate 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 Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

9.9 LEGAL SERVICE FUND

- a) The Company agrees to make contributions to the CMSG Legal Fund, at the rate of one dollar and fifty cents (\$1.50) per day/per position.
 - b) The Company agrees to send the aggregate of the contributions for each month to the Union or before the 15th of the following month. The contributions shall be accompanied by a list in duplicate showing each Officer's name, the number of days for which contributions are being made and the number of positions on each vessel whether such positions are filled or vacant.
- 9.10 Administrative Fund: On January 1st, 2005, the Company shall pay \$12,500 to the Union towards administration costs.
- 9.11 The Company will provide funding to the National Union in each year of the three year agreement in the amount of two (2) cents for each straight time hour worked during the previous year by members of the bargaining unit. Such payment will be made on an annual basis, for 2008 and 2009 during the month following notice of ratification and for 2010 prior to 30 April 2010.

ARTICLE 10 SENIORITY GROUPINGS

- 10.1 For the purpose of promotion and seniority, officers shall be grouped as follows:
- A. Deck Officers:
 - 1. Chief Officers
 - 2. 1st Officers
 - 3. 2nd Officers
 - 4. 3rd Officers
 - B. Engineer Officers:
 - 1. Marine Engineers
 - 2. Electrical Engineers
 - C. Safety Officer

ARTICLE 11 SENIORITY STATUS AND LISTS

- 11.1 Seniority lists will be compiled and posted to the respective seniority groups in January of each year. Such lists shall show each officer's name, officer number, classification and seniority date. Copies shall be furnished to the Union.
- 11.2 Protests in regard to seniority standing must be submitted in writing within 60 calendar days from the date seniority lists are posted. When proof of error is presented by an officer, 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 existing seniority status of an officer unless concurred in by the appropriate National Representative of the Union.
- 11.3 No change shall be made in the seniority date accredited an officer which has appeared on two consecutive annual seniority lists unless the seniority date appearing on such list was protested in writing within the 60-day period allowed for correctional purposes. Names which have not appeared on two consecutive annual seniority lists shall not be restored to such seniority lists except in accordance with Article 11.7, or by agreement with the appropriate National Representative of the Union.
- 11.4 Except as otherwise provided, an officer shall establish seniority in a seniority group under this agreement from the date he commences work in such group.

NOTE: This shall not apply in the case of an individual engaged in an emergency when the process described in Article 13 has not applied. Such individuals shall not establish seniority and shall be replaced at first opportunity.
- 11.5 An officer having worked 90 working days or less will be considered as on probation, shall hold no rights under the promotion rules of this agreement, and if found unsuitable will not be retained in the service.
- 11.6 (a) An officer who transfers to a position in another seniority group within this agreement, or to a position governed by another Marine Atlantic Vessel Agreement, or to an official or excepted position with the Company, shall retain his seniority rights and continue to accumulate seniority in the

group or agreement from which transferred, subject to conditions set forth in Article 14, but shall not be entitled to apply for positions or vacancies therein, while employed in the other seniority group, agreement, or official or excepted employment.

- 11.6 (b)(i) Effective September 1 2010, an officer who transfers temporarily to a position in a supervisory or managerial role that is covered by another Marine Atlantic collective agreement shall retain their seniority rights and continue to accumulate seniority in the group or agreement from which transferred for a period of two consecutive years, subject to conditions set forth in Article 14, but shall not be entitled to apply for positions or vacancies therein, while employed in the temporary position.
- 11.6 (b)(ii) At the two-year period, the officer shall be provided the opportunity to return to this collective bargaining unit and exercise seniority in accordance with Article 14.
- 11.6 (b)(iii) Should the temporary assignment exceed this two-year period, such officer shall no longer accumulate seniority but shall retain the seniority rights already accumulated as noted in 11.6(b)(i) above. Such officer when released may exercise their seniority rights in accordance with Article 14. Failing to meet the provisions of Article 14, the officer shall forfeit their seniority and their name shall be removed from the seniority list.
- 11.7 An officer who has been discharged and is subsequently returned to the service in a position covered by this agreement, unless reinstated with his former seniority standing, will only be allowed seniority from the date of his return to the service. An officer who is not reinstated with his former seniority standing within one year of the date of his discharge may only be so reinstated by agreement between the proper officer of the Company and the appropriate National Representative of the Union.
- 11.8 Applicable to Group A (Deck Officers)
- (a) In the application of Article 11.4, a deck officer shall also be awarded the same date in any junior group, for which qualified, in which he does not hold seniority.

- (b) Article 11.8(a) shall not apply for a deck officer promoted out of turn (due to non-availability of the senior qualified deck officer) who shall hold acting rank only. Such acting rank shall confer all privileges and rates of pay which go with the rank, but time spent in such acting capacity shall not be counted towards seniority in the rank. The senior deck officer shall be required to displace the junior deck officer as soon as he is available, or as may be locally arranged. The deck officer displaced shall in turn displace a junior deck officer promoted in the interim or, if none, revert to his former position.
- (c) When two or more deck officers commence work in the same seniority group on the same day, the deck officer who is senior in the next junior rank shall be senior in the new group. In the event that the deck officers have no seniority in junior ranks the deck officer who first entered Company service, or, in the case of a new officer, the one who first signed the Company's application form for employment, shall be senior. All other things being equal, they shall be placed on the seniority list as mutually agreed between the proper officer of the Company and the appropriate National Representative of the Union.
- (d) Deck officers promoted without the requisite certificate will not establish seniority in the group to which promoted but will be placed on a supplementary list from the date they commence work in the higher classification. Such deck officer who obtains the requisite certificate within 24 months from the date of promotion will establish seniority in the higher group from the date promoted. Supplementary list deck officers shall be subject to displacement by a deck officer holding requisite ticket. For promotions before September 1 2010, the duration of 12 months shall be applicable.

11.9 Applicable to Groups B

- (a) An officer who is promoted on or after July 1, 1978 to a permanent non-schedule, official or excluded position with the Company or its subsidiaries, shall continue to accumulate seniority on the seniority list from which promoted for a period of two consecutive years. Following

this two-year period in such capacity, such officer shall no longer accumulate seniority but shall retain the seniority rights already accumulated up to this point.

- (b) When two or more officers commence work in the seniority group on the same day, the officer who commenced work at the earliest hour of the day shall be senior. When the officers commenced work at the same time, the one who signed the Company's application form for employment first, shall be senior. All other things being equal, they shall be placed on the seniority list as mutually agreed between the proper officer of the Company and the appropriate National Representative of the Union.
- (c) A preferential list officer who is unavailable to accept assignment offering under Article 13, but who subsequently displaces the junior officer assigned in his place, or who accepts other assignment in the same group at first opportunity, shall be awarded the seniority date of the junior officer first promoted and shall rank as immediately senior to him. This article, however, shall not benefit an officer who is unable to accept the assignment offering due to lack of requisite certificate.

NOTE: If more than one officer is bypassed under this Article, all shall establish the date of the junior officer, providing they commence work in the group at first opportunity, and shall rank as senior to him in the order in which they appeared on the preferential list.

11.10 Applicable to Group B (Engineer Officers)

Officers promoted without the requisite certificate shall be allowed 12 months in which to obtain certificate. Failing to obtain certificate, they shall be subject to displacement by an officer holding the requisite certificate. In the event of such displacement, the officer displaced shall forfeit any seniority established in the higher rank upon his reverting to the lower rank.

11.11 Applicable to Group C (Safety Officers)

- (a) Officers who obtain assignment as a Safety Officer are required to work in the assignment for a minimum of two

years from the date of completion of training unless mutually agreed by the parties to shorten the two year minimum.

- (b) Upon completion of the two year commitment, an officer may apply to a vacancy in accordance with Article 13 but may still be required to fill vacancies in accordance with the commitment provisions stated in Article 51.

ARTICLE 12 PROMOTION AND TRANSFER BETWEEN GROUPS

- 12.1 Officers shall be encouraged to learn the duties of other positions and every opportunity shall be afforded to learn the work of such positions in their own time, and during regular working hours when it will not unduly interfere with the performance of their assigned duties. The supervisory officer may arrange with the interested officers to exchange positions for short temporary periods without affecting the classifications, rates or seniority of the officers concerned.
- 12.2 Officers who wish to transfer to another seniority group under this agreement or the other vessel agreement, and who so register with the appropriate Company officer prior to November 15th of each year, shall be listed for each seniority group desired. Officers from within the agreement by which the desired group is covered shall be listed first in the order of their best seniority date within the agreement. Officers from other groups or Agreements shall be listed secondly in the order of their best seniority date within such agreements. Such listings (which shall be identified as "Preferential Lists") shall be posted to all seniority groups on or before December 1st. Omissions shall be corrected providing that protest, accompanied by evidence that the application for transfer was properly submitted, is made within 30 days of posting.
- 12.3 In the event that additional officers are required within a seniority group in the following calendar year, persons shown on the preferential list shall be afforded opportunity to transfer, provided they have the requisite qualifications, in accordance with their standing on the preferential list. Persons who choose to decline transfer when offered shall be removed from the listing.
- 12.4 "Promotion Lists" will be established for officers who indicate readiness to accept promotions to temporary assignments within

their seniority group, and a copy of such lists will be provided to the appropriate representative of the Union.

- a) Officers who wish to have their names added to the "Promotion Lists" must register with the Crew Calling Department in January and indicate whether they wish to protect assignments on all vessels or on board the vessel where they hold regular assignment, and the classifications they wish to protect.
- b) Officers who decline to accept promotion in accordance with Article 13.10 (b) (i) shall be removed from the "Promotion List" for a period of twelve (12) months and the appropriate representative of the Union will be advised of deletions monthly. Such officers can be reinstated on the "Promotion List" in accordance with Item a) above.

ARTICLE 13 BULLETINING AND FILLING POSITIONS

- 13.1 Vacancies will be bulletined to the appropriate seniority groups, as required, in accordance with the procedures established in the service.
- 13.2 Bulletins will be posted on board vessels promptly in places accessible to officers affected, with copy to the designated representative of the Union. The name and seniority date of the appointee to a bulletined vacancy will be bulletined to the seniority group.
- 13.3 In the assessment of qualifications, management will be the judge, subject to the right of appeal by the officer and/or the Union. Ability and qualifications being sufficient, seniority shall prevail.
- 13.4 When a senior applicant is not awarded a bulletined vacancy, he may appeal the appointment through the grievance procedure, providing, however, that the appeal shall be submitted in writing to the designated officer within 30 calendar days of the date of bulletin making the appointment. After making the appeal he may be required or with the concurrence of the designated representative of the Union be allowed to demonstrate his qualifications for the position. The designated representative of the Union may be present at such demonstration. This article

shall apply also for senior officers denied a temporary vacancy on account of a lack of qualifications. In this case the Company shall notify the officer that he has been by-passed and any protest shall be required to be filed within 14 calendar days of notification.

- 13.5 In the event there is a vacancy which cannot be filled immediately under the process described in this Article, the junior assigned officer within the seniority group who is qualified and immediately available shall be required to fill the vacancy temporarily until a more junior qualified officer is assigned. In such cases the Company will arrange for the engagement or training of another officer for the vacancy, so that the officer required to fill the assignment may be returned to his regular assignment as soon as is practicable.
- 13.6 An officer who is assigned to any vacancy shall receive a full explanation of the duties of the position and must demonstrate his ability to perform the work within a reasonable probationary period of up to 30 working days (exclusive of vacation or leave of absence), the length of time dependent upon the character and circumstances of the work. Extension of time beyond 30 working days may be locally arranged. Failing to demonstrate his ability to do the work he shall be returned to his former position or status, and any other officer so displaced shall be allowed to exercise his seniority. The disqualified officer shall forfeit any seniority which he may have established by reason of his assignment to the vacancy.
- 13.7 An officer returning after leave of absence, vacation or accumulated rest days shall resume **the officer's** former position or status and/or, within 5 calendar days, exercise seniority rights to any vacancy which **the officer** is qualified to fill which was bulletined within **the officer's** seniority group during **the officer's** absence. **Where it is not operationally feasible for the officer to assume such position, status or vacancy immediately upon return from leave of absence, the officer may be assigned to another position in the interim and will be allowed to assume the position, status or vacancy as soon as practicable within 30 calendar days. Such interim assignment will not result in a reduction in rate of pay.**
- 13.8 A preferential list officer who is unavailable to accept a vacancy offering under this Article shall be required to displace the junior

preferential list officer assigned in his place if such assignment exceeds 60 calendar days, unless he has in the interval been assigned to another vacancy within the same group.

NOTE: In the operation of preferential lists, an officer shall be regarded as unavailable if he is on vacation, leave of absence, or jury duty, etc., or if he is on duty on an assignment which will not permit immediate release by the Company or enable the officer to transfer without loss of one or more day's wages. This article, however, shall not benefit an officer who is unable to accept the assignment offering due to lack of requisite certificate.

- 13.9 An officer, who is displaced from a position to which he had been appointed as a result of grievance filed by a senior officer under Article 13.4, shall return to his former position or status, or exercise his seniority rights to any position or vacancy, for which he is qualified, awarded to a junior officer during the period between his appointment and subsequent displacement, and the officer so displaced shall be allowed to exercise his seniority. The principle of Article 11.9 (c), respecting establishment of seniority, and the principle of Article 14.6, requiring the exhausting of seniority rights, shall apply for the grievor and displaced officer respectively, if transfer to another seniority group is involved.

Bulletining Procedure

- 13.10 (a) A vacancy which is expected to be of less than one full tour's duration, or that portion of longer vacancy preceding the first day of the first full tour, shall be filled by the senior qualified officer on board the vessel at the time the vacancy occurs who desires it until a more senior qualified officer protecting spare or working on another vessel in a lower paid classification can join the vessel, or, there being none by the senior qualified spare officer who is able to fill the vacancy immediately, or, there being none, by the junior qualified officer laid off from the seniority group and not working in another group within the vessel agreements.
- (b) Except as provided in Note (1) below, a vacancy which is expected to be of not less than one nor more than two full tours, or vacancy of longer duration pending occupancy by

bulletin appointee, shall be filled from the first day of the first full tour, as required, in the following order:

- (i) by the senior qualified officer assigned to a lower-rated classification within the seniority group who has indicated in prescribed manner a readiness to accept such vacancies and is available;
- (ii) by the senior available qualified officer in the group who is spare or laid off;
- (iii) by the qualified officer standing first on the preferential list who is available;
- (iv) by a qualified applicant from within the vessel agreements according to the order which would apply on the preferential list, who is available;

NOTES:

- (1) Exception to the above shall apply in that the vacancy may be claimed within **ten (10)** calendar days **prior to the beginning of the month in which the tour commences** by a senior qualified officer assigned to an equal or higher classification in the group within the same tour pattern or from tour B to tour A, provided qualified relief is available. Such officer, however, shall not be entitled to occupy the vacancy until the first day of the first full tour following acceptance of application.
- (2) For the purpose of this Article, the term "assigned" is used to identify an officer who is holding a vacancy which was subject to the provisions of Clause (d).
- (3) For the purposes of this Article 13.10(b) officers are not available if scheduled to be occupying an equal or higher rated classification, on vacation, leave of absence, bank days, or if continuing the previous tour on the first day of the first full tour, or if otherwise unable to commence work on that day.

If not available as a result of:

- (i) leave for bereavement, jury duty or to provide union representation as specified in Article 25.8, or
- (ii) an absence at the direction of the Company, for example, liquidation of banked time, attendance at approved meetings and assignment to required training,

the officer will be allowed to assume vacancies for which qualified and otherwise available at the conclusion of the leave or absence.

- (c) Officers filling vacancies under Articles 13.10(a) or (b) shall not be subject to displacement except by officers who would otherwise be unable to hold work in an equal or higher-rated classification within the group.
- (d) Vacancies which are expected to be of more than two tours' duration shall be bulletined to the seniority group in which they occur.
- (e) When required, bulletins will be issued on the 5th day of each month, except that if such day falls on a Saturday, Sunday or general holiday, bulletin will be issued on the next regular working day.
- (f) All bulletins will show classification, vessel, essential qualifications, designated terminal ports, rate of pay and approximate duration, if temporary.
- (g) Officers desiring such vacancies will submit applications in writing to the designated office within 20 calendar days, setting forth their seniority date, present classification and vessel, and qualifications for the vacancy bulletined. Applicants will not be permitted to withdraw their applications after the closing date specified in the bulletin. Unless there is no other qualified applicant, an officer vacating an assignment will not be considered for such assignment until it again becomes vacant.
- (h) When a vacancy bulletined under Clause (d) is to be filled, it shall be awarded to the senior applicant holding

bulletined assignment within the seniority group who has the qualifications to perform the work. Vacancies not filled in this manner shall be filled in the following order:

- (i) by the senior qualified officer in the group who is spare or laid-off;
- (ii) by the qualified officer standing first on the preferential list;
- (iii) by a qualified applicant from within the vessel agreements according to the order which would apply on the preferential list.

NOTES:

- (4) Officers so assigned will not be permitted to apply for Clause (d) vacancies which involves a lateral move to a vessel operating between the same terminal ports, for at least 3 months following such assignment.
- (5) When spare and laid off officers are being assigned to vacancies in accordance with Article 13.10(h)(i), whenever possible, senior officers will be given the opportunity to select the vacancy of their choice which their qualifications would entitle them to hold.

- (i) An assigned officer who is awarded a vacancy under Clause (b) may, on completion of such vacancy, displace the junior officer on a vacancy with the same terminal ports which was filled under Clause (b) subsequently to his own, provided this affords a rate of pay higher than his regular assignment, or a new vacancy offering under Clause (b) before returning to his regular assignment.

NOTE: Displacement under this Article shall be arranged by the officer with the Crew Calling Department not later than three days preceding the end of the officer's temporary assignment.

- (j) A spare officer assigned to a vacancy under Article 13.10 (a) or (b) shall, on completion of such vacancy, be required to displace the junior officer in his seniority group on the same vessel and tour of duty or there being none he may displace the junior officer in his group with the same tour

of duty on vessels operating within the same terminal ports prior to reverting to his former status.

- (k) Appointments to positions of Chief Officer shall only be subject to appeal to Step 2 of the grievance procedure.

13.11 The Company will not invoke forfeiture of seniority in accordance with this article in situations when a telephone message is not left with responsible adult.

13.12 Normally, when advance knowledge permits, the selection of spare officers shall be made three calendar days prior to the commencement of the vacancy. When less than the three days' notice is available, selection will be made as soon as possible.

- a) It is the intent that the spare officers identified at selection time as qualified and available to fill the vacancy on the date required shall be called in seniority order, except that where classification, duration or terminal port is not affected, the Company nevertheless shall have the right to direct spare officers to the vessels on which they were last employed where this is judged appropriate to the promotion of crew stability.
- b) Unless the spare list has been exhausted, or the occasion affords an opportunity to liquidate "hole" days, a spare officer who has concluded 15 days' work will not be called for additional work in the month, except that a spare officer who has established a "B" tour pattern of work may request change to "A" effective the first of any following month.
- c) No displacement right is contemplated for spare officers, except that when, on the regular selection date preceding general crew change, full work is not offering for senior qualified officers, they shall be assigned to replace the junior officers on vacancies previously awarded under Article 13.10 (b) (ii). Otherwise it is the intent that the spare officer assigned shall occupy the vacancy for the balance of its term.

ARTICLE 14 STAFF REDUCTION, DISPLACEMENT AND RECALL TO SERVICE

14.1 An officer filling a bulletined vacancy shall, on its termination or on his displacement from such assignment, be required to displace a junior officer in the seniority group, providing he has

the qualifications to perform the work. An officer who is unable to obtain assignment within the seniority group may elect in writing to protect spare work or, subject to Article 14.6, to be laid off.

- 14.2 An officer who elects to protect spare, including officers engaged as spare, shall forfeit his seniority within the seniority group if he fails to report for duty on notice to do so within 8 hours prior to time required to leave home.
- 14.3 Except as provided in Article 13.10(a) an officer who elects laid-off status and is not working in another seniority group within vessel agreements shall be recalled in accordance with Articles 13.10(b)(ii) or 13.10(h)(i). Unless exempted from doing so, an officer shall commence work within 10 days from date recalled or longer period as may be specifically authorized by the Company, except for recall during Tour B December and/or Tour A January where the period shall be five calendar days from date of recall.
- 14.4 An officer who fails to report as required in accordance with this Article and who fails to offer satisfactory explanation, shall forfeit seniority in the seniority group to which recalled.
- 14.5 An officer laid-off from one seniority group, but working in another seniority group, within this agreement, or in another Marine Atlantic Vessel Agreement in that service, may decline recall to an equal or lower-rated position without forfeiture of seniority, but shall surrender right to subsequent recall.
- 14.6 An officer who has exhausted his rights to assignment within a seniority group, and who has not elected to protect spare in such group, shall displace a junior officer in another seniority group in which he holds seniority, providing he has the qualifications to perform the work. An officer who fails to do so shall forfeit his seniority in any group in which he could have taken assignment. If no assignment is available, he may elect to protect spare in any group in which he holds seniority.

NOTE: This Article shall not restrict an officer from returning to a former seniority group on expiration of initial temporary assignment.

- 14.7 An officer released from excepted or official employment, except by dismissal, shall exercise his seniority rights to any position which he is qualified to fill in the seniority group from which

promoted. In the event the officer is unable to take assignment in such group, he shall be governed by Article 14.6.

- 14.8 In exercising seniority rights under this Article 14, the officer's election shall be provided to the crew calling department within 10 calendar days and they shall commence work on the position of their choice within 30 calendar days from the date their position is abolished, or they are displaced, or they are released from official or excepted employment.

The time limits set forth herein shall apply to an officer who is on leave of absence or vacation, from the date such leave or vacation concludes.

- 14.9 An officer demoted or debarred for disciplinary reasons from a position shall be permitted to exercise seniority to displace officers holding bulletined assignment within a classification, which he is qualified to fill, in his seniority group. In the event the officer is unable to take assignment in such group, he shall be governed by Article 14.6.
- 14.10 An officer on lay-off or protecting spare shall keep the Company (Crew Calling Department in Port aux Basques, Newfoundland) advised of the address and telephone number at which he can be readily located. Notice transmitted to such address or telephone number shall be regarded as notice conveyed to the officer. Notice transmitted by telephone must be conveyed to a responsible adult.
- 14.11 In instances of staff reduction, six calendar days, advance notice will be given to regularly assigned officers whose positions are to be abolished, except in the event of a strike or work stoppage by employees of the Company, in which case a shorter notice may be given. The designated representative of the Union will be supplied with a copy of any notice.
- 14.12 When staff reductions occur as a result of vessel being removed from operational status in classifications with multiple assignments, the senior officer(s) assigned to the classification, tour and vessel affected by the abolishment(s) may elect at the time of the abolishment to displace. This provision applies to full tour vacancies only.

- 14.13 When group reductions occur, the displacement exercise will be coordinated by the crew office and the affected officers will be contacted in seniority order to determine how they wish to exercise their seniority. In the case of individual displacements the onus will be on the officer to make intentions known in accordance with Article 14.8.

ARTICLE 15 TRANSFER OF OFFICERS

- 15.1 Officers when required by the Company to transfer from one ship to another, will be paid for actual time lost, not to exceed the necessary reasonable time required to make connections from ship to ship, according to rank of the position to which they are being transferred, and will be allowed actual reasonable travelling expenses.
- 15.2 The provisions of Article 15.1 do not apply in the case of an officer being relieved for days off or for a relieving officer proceeding to or from a terminal port, except for a regularly assigned officer when the assignment to which the officer is ordered involves neither the vessel nor the terminal port to which he would be required to report in following his regular assignment.

ARTICLE 16 REHABILITATION

- 16.1 When mutually agreed between the proper officer of the Company and the appropriate National Representative of the Union, an officer who has become unfit* to follow his usual occupation may:
- (a) displace a junior officer in his own seniority group for whose position he is qualified, or
 - (b) be placed, when mutually agreed between the proper officer of the Company and the appropriate National Representative of the Union in another position, notwithstanding that it may be necessary to displace an able-bodied officer to provide suitable employment for him.

*NOTE: The Company Medical Representative will determine an officer's fitness to follow his usual occupation. In the event that the company's medical opinion differs, from the Officer's physician, consultation with a third Doctor shall be undertaken, such Doctor to be chosen by the other two. The appropriate Representative of the Union will be advised when a rehabilitated officer becomes fit to follow his usual occupation.

- 16.2 In dealing with incapacitated officers, seniority shall govern in respect of preference of shift and employment.
- 16.3 A rehabilitated officer placed on a position shall not be displaced by an able-bodied officer so long as he remains on such position, except when a senior officer is otherwise unable to hold a position in his seniority group. Should he subsequently recuperate he shall be subject to displacement, in which case he shall exercise his seniority rights.

ARTICLE 17 REPORTING ON BOARD

- 17.1 **(a)** All officers off watch shall be required to report on board and be available for duty not less than one hour before time of sailing, as posted on notice board.
- (b) When an officer is required to report to work and join a vessel to commence an assignment, the officer shall be**

required to report on board and be available for duty not less than two hours before time of sailing.

- 17.2 Officers leaving vessel after completing tour of duty will be required to leave a contacting address and telephone number if there is a change in contact information with the Crew Calling Department. Officers protecting spare or laid off status will be notified when required to report to work. Officers holding bulletined assignment will only be contacted if there is a change in their assignment as posted in accordance with Article 13.2. Annually, Officers will be provided a copy of the tour schedule for crew change.
- 17.3 Officers unable to report back on board vessel on the date required to do so due to illness or other bona fide reason must notify the Crew Calling Department forty-eight hours before date required to join vessel.
- 17.4 Officers unable to rejoin vessel for bona fide reasons must notify the Company when they are available for duty. Such officers will be instructed when and where to report. Officers who have been absent on account of illness may be required to produce a doctor's certificate before being permitted to resume duty.
- 17.5 Officers who fail to carry out the provisions of Article 17.3 or fail to report for duty at the time and place ordered without just reason will be considered as having resigned without notice.
- 17.6. When officers report to join a vessel and the vessel is late, such officers shall not suffer loss of regular wages for any missed assigned hours due to the late arrival of the vessel. Officers will be provided with meals and lodging or reasonable expenses for same upon production of receipts, if:
- (a) it is reasonable that the officer should arrive the night before the date required for duty and
 - (b) there was good reason to expect the vessel would be there for their accommodation and
 - (c) it is necessary to incur the expenses.

The Company will undertake where an officer has been advised to join a vessel and the vessel is delayed, to give notification to the officer prior to his leaving home whenever possible.

17.7 RE: TRAVEL ALLOWANCE PROGRAM

When an officer is to be provided financial assistance towards the travel costs of reporting to and from work, the officer will be paid in accordance with the Travel Allowance Program.

17.8 As CN no longer operate a bus service in Newfoundland the Company will provide to officers who presently hold red passes, transportation to and from work on any replacement bus service.

17.9 The Company's policy on Free and Reduced Rate Transportation will continue for the term of this collective agreement.

ARTICLE 18 SECURITY WATCHKEEPING

18.1 When an officer is required to "keep ship" for security purposes after he has completed his regular tour of duty, he shall be compensated for watchkeeping up to 16 hours by payment of 8 hours at the hourly rate, but where the number of hours he is required to "keep ship" is less than 8 hours, then he shall be compensated only for the actual hours required to "keep ship" at the hourly rate. However, should he be required to do manual work any time during this period other than for the security of the vessel, he will be paid at one and one-half times the hourly rate for actual time worked.

18.2 When an officer is required to "keep ship" for security purposes when he has not completed a regular tour of duty, he shall be compensated for such watchkeeping up to 16 hours by payment of 12 hours at the hourly rate, but where the number of hours he is required to "keep ship" is less than 12 hours, then he shall be compensated only for the actual hours required to "keep ship" at the hourly rate. However, should he be required to do manual work any time during this period other than for the security of the vessel he will be paid at one and one-half times the hourly rate for actual time worked.

ARTICLE 19 HOURS OF SERVICE

- 19.1 (a) The principle of the 40-hour week is recognized and an averaging period will apply.
- (b) (1) Regular working hours shall be assigned by the Company, and shall not be changed without forty-eight hours' notice to the officer concerned. Except as otherwise provided, twelve consecutive hours of duty, exclusive of meal periods, or two six-hour tours of duty (six hours on and six hours off), shall constitute a day's work. Should hours of work be changed for reasons other than changes in schedule or operation, the Company is prepared to regard the position in question as vacant and to rebulletin it upon the request of the Union.
- (c) Deck and Engineer Officers shall maintain a three-watch system consisting of two four-hour watches plus either two, two-hour or one four-hour non-watch keeping period performed continuous with watches or a two-watch system consisting of six hours on watch and six hours off as may be required to meet the requirements of the service.
- (d) Watchkeeping Engineer Officers shall maintain a two-watch system.
- (e) Non-watchkeeping Engineer Officers shall work a twelve-hour day.
- 19.2 a) No deduction shall be applied against an officer at the end of the averaging period, in respect of "days in hole" which arose solely from the Company's withholding the officer from service for the purpose of adjusting rest days.
- b) An officer who is released from duty for a general holiday shall be placed "in the hole" for four hours to provide the regular twelve hours' pay.
- c) An officer whose vacation entitlement does not permit a full twelve-hours payment for the final day of his vacation period

shall be placed "in the hole" for such hours as may be necessary to provide the regular twelve-hour payment. An employee whose annual vacation entitlement is one hundred and sixty (160) hours who applies for and is allotted a tour of vacation, may be placed "in the hole" up to a maximum of twenty (20) hours.

- d) The principle that officers should be released for "bank" days and afforded opportunity for working off days "in the hole", insofar as practicable, is acknowledged. It is also agreed that the liquidation of "bank" and "hole" days should be accomplished as quickly as practicable.
- e) In order to avoid deduction for days "in the hole" which may not be cleared by the end of the averaging period, an officer whose vacation entitlement permits will be marked for vacation (in addition to days worked) for such number of days as will produce sufficient days "in the bank" to offset the days "in the hole".
- f) The payment of vacation in this manner shall not be regarded as a rescheduling of vacation by the Company and shall not therefore invoke the time and one-half penalty provided for under vacation rules for work performed during the originally scheduled vacation period.

19.3 The following shall apply regarding payment of the following banks in months where an officer works less than a full tour of duty:

- a) The payroll system will automatically pay bank time (Bank #1), vacation, statutory bank time, (in that sequence) in order to make a full cheque for officers who work less than 15 days.
- b) This applies to all officers even those who have vacation approved for some other month during the year.
- c) If officers do not want their vacation or statutory holiday paid to make up a full cheque, they must contact the Accounting Department prior to the last day of the month in writing. If an officer requests that the Company not pay vacation, statutory holiday or bank time, they will be paid only what they worked.

ARTICLE 20 REST DAYS

- 20.1 (a) Officers shall be granted 1 rest day for each day worked; such rest days to be taken according to the schedule laid down for each vessel.
- (b) Officers who cannot be regularly relieved shall be treated no less favourably than other officers but must take their rest periods at times convenient to the Company.
- (c) Officers who lose rest days and officers who acquire more rest days than called for by their schedules, shall have their rest days adjusted, as required, during the averaging period. Such adjustment shall ensure that each officer receives rest days on the basis of 1 rest day for each day worked. In the event that on adjusting rest days it is found that an officer has received more rest days than he was entitled to, the Company shall recover such overpayment of rest days by appropriate deductions from the officer's pay cheque. Officers terminating their employment will have their rest days adjusted at or prior to date of termination.
- (d) Rest days shall be granted at terminal ports.
- (e) An officer, who has in excess of **twenty (20)** rest days banked at the end of the first quarter, second quarter or third quarter of the averaging period, shall be paid for such days at time and one-half his regular rate of pay for each day worked in excess of **twenty (20)** rest days. This provision only applies to the extent that the Employer has required an officer to work in excess of his regular schedule after he has accumulated **twenty (20)** rest days.

ARTICLE 21 OVERTIME AND CALLS

- 21.1 Except as otherwise provided, time worked by an officer on his regular assignment continuous with, before, or after the regularly assigned hours of duty, shall be considered as overtime and shall be paid at one and one-half times the hourly rate of pay in minimum increments of fifteen minutes.
- 21.2 (a) Except as otherwise provided, an officer will receive a minimum of 1 hour's overtime at the prevailing rate for each time called for which 1 hour's service may be required.

- (b) An officer who is released from duty after arrival of a vessel at a terminal port and is called back for overtime work shall be paid a minimum of 3 hours at one and one-half times the hourly rate, except when such overtime work commences less than 3 hours prior to the commencement of the deck officer's regularly assigned hours of duty, in which case the deck officer shall be compensated as working continuous with the regularly assigned hours of duty.

21.3. Overtime should be worked as arranged locally, and that overtime assignments will be allotted in a fair and equitable manner to the extent operational requirements will allow. It is understood that locally means by vessel by tour.

ARTICLE 22 GENERAL HOLIDAYS

22.1 An officer who qualifies in accordance with Article 22.2 or 22.3 shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an officer's rest day, such holiday shall be moved to the normal working day immediately following the officer's rest day.

New Year's Day

The day after that on which New Year's Day is observed.

Good Friday

Victoria Day

Discovery Day

Canada Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

If the Government of Canada designates Heritage Day or such other day as a general holiday, the day so designated by the Government shall be substituted for the day after that on which New Year's Day is observed.

If, in any province or part thereof, a holiday is more generally recognized than any one of the holidays specified above, the

signatories hereto will substitute such holiday therefore in that province or part thereof. If such signatories fail to agree that such holiday is more generally recognized, the dispute will be submitted to arbitration for final decision.

22.2 In order to qualify for pay for any one of the holidays specified in Article 22.1 an unassigned or spare officer.

- (a) must have been in the service of the Company and available for duty for at least 30 calendar days. This Clause (a) does not apply to an officer who is required to work on the holiday;
- (b) must be available for duty on such holiday if it occurs on one of his work days excluding vacation days except that this does not apply in respect of an officer who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who is in receipt of, or who subsequently qualified for, weekly sickness benefits because of illness on such holiday;
- (c) must be entitled to wages (excluding overtime) for at least 96 hours paid by the Company during the 30 calendar days immediately preceding the general holiday. (This Clause (c) does not apply to an officer who is required to work on the holiday).

NOTE: Provided that an officer is available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the officer qualifies for weekly sickness benefits and authorized maternity leave will be included in determining 96 hours paid by the Company referred to in this Clause (c).

22.3 A regularly assigned officer in order to qualify for pay in any one of the holidays specified in Article 22.1 must have been in the service of the Company and available for duty for at least 30 calendar days and must have performed compensated service in the pay period in which the holiday occurs. An officer who is not required to work on a general holiday shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service in which case he will be notified not later than the completion of his shift or tour of duty immediately preceding the holiday that his notice is cancelled and his services will be

required. An officer who is not notified that he is not required to work on the holiday and fails to report for work, will not be paid for the holiday.

- 22.4 A qualified officer whose vacation period coincides with any of the general holidays specified in Article 22.1 shall receive an extra day's vacation with the pay to which the officer is entitled for that general holiday.
- 22.5 (a) An assigned officer qualified under Article 22.3 and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his regular assignment.
- (b) An unassigned or spare officer qualified under Article 22.2 and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate applicable to the position in which such officer worked his last tour of duty prior to the general holiday.
- 22.6 An officer who is required to work on a general holiday shall be paid, in addition to the pay provided in Article 22.5 at a rate equal to one and one-half times his regular rate of wages for the actual hours worked by him on that holiday with a minimum of 3 hours for which 3 hours' service may be required, but an officer called for a specific purpose shall not be required to perform routine work to make up such minimum time.
- NOTE: It is understood that unassigned or spare officers who complete 15 days or a full tour of duty in a calendar month in which a general holiday occurs and do not work on the actual holiday will be compensated in accordance with Article 22.6 as if he had worked on the general holiday, provided such officer had worked 15 days or a full tour of duty during the preceding month.
- 22.7 Shifts or tours of duty commencing between 2400 hours on the eve of the general holiday and 2359 hours on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.
- 22.8 Officers may elect to receive additional time off in lieu of pay for time worked on general holidays. Officers will keep banking statutory holidays until they notify the Accounting Department

not to continue, election to commence or notification to cease banking time for the following year will be in December of each year.

- (a) Such time off shall be calculated as one and one-half the hours worked, less any hours which may be applied to produce regular pay under modified work week systems.
- (b) Such time off shall be taken as locally arranged and only when an officer can be released or a suitable replacement is available. It is not the intention that days be taken in such a manner that would cause unreasonably short periods of relief.
- (c) All accumulated “banked” time must be cleared prior to the end of the calendar year following the year in which it was “banked”.

ARTICLE 23 ANNUAL VACATIONS

23.1 Vacation and Vacation Pay for the calendar year shall be allotted in accordance with the following table:

VACATION ENTITLEMENT TABLE

<u>Qualifications</u>		<u>Vacation Entitlement</u>		<u>Vacation Pay</u>	
Minimum Years	Minimum Days	Days Cumulative	Maximum	Percent of	
Continuous	Cumulative	Compensated	Working	preceding	
Employment	Compensated	Service (or	Days	years wages	
Relationship	Service	Major Portion	Vac.	or rate of	
on Next Svc.	by Next Svc.	Thereof) in		position	
Anniv. Date	Anniv. Date	Previous		filled	
		Calendar Year		during	

		Required for 1 Working Day's Vacation		vacation periods (whichever greater)
Less than 4 yrs	-	25 days c.c.s.	10 days	4%
4 "	1000 days	16 2/3 days c.c.s	15 "	6%
10 "	2500 "	12 1/2 " "	20 "	8%
15 "	3750 "	10 7/8 " "	23 "	9.2%
20 "	5000 "	10 " "	25 "	10%
28 "	7000 "	8 1/3 " "	30 "	12%

(Must meet both years and days qualification)

- 23.2 Any vacation granted in accordance with Article 23.1 for which the officer does not subsequently qualify will be deducted from the officer's vacation entitlement in the next calendar year. If such officer leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.
- 23.3 At the 30-day vacation entitlement level the Company will have the option of:
- (i) Scheduling an officer for five weeks' vacation with the officer being paid for the sixth week at pro rata rates; or
 - (ii) Splitting the vacation on the basis of five weeks and one week.
- 23.4 A year's service is defined as 250 days of cumulative compensated service.
- 23.5 An officer who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his vacation and be placed on weekly indemnity. An officer who is again fit for duty shall immediately so inform the Company officer in charge and will continue his vacation if within his scheduled dates. If the remaining vacation falls outside the officer's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the Company and the authorized Local Union representative.
- 23.6 An officer who, due to sickness or injury, is unable to take or complete his annual vacation in that year shall, at the option of that officer, have the right to have such vacation carried to the following year.

- 23.7 An officer who is entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Company to reschedule an officer's scheduled vacation dates, he shall be given at least ten (10) working days' advance notice of such rescheduling and will be paid at the rate of time and one-half his regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which he is entitled will be granted at a mutually agreed upon later date. This Article 23.7 does not apply where rescheduling is a result of an officer exercising his seniority to a position covered by another vacation schedule. If an officer has vacation that is approved in writing and that vacation is subsequently cancelled by Marine Atlantic, causing the officer to lose a monetary deposit on vacation accommodation and or travel and providing the officer does everything reasonable possible to mitigate the loss and it is made know to the employer at the time of notification of cancellation of the vacation that the monetary deposit(s) will be forfeited, the employer will reimburse the officer on production of documentation to validate the financial loss.
- 23.8 Provided an officer renders compensated working service in any calendar year, time off duty account bona fide illness, injury, authorized pregnancy leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year, shall be included in the computation of service in that year for vacation purposes.
- 23.9 Officers desiring an advance vacation payment must make application for same not later than 5 weeks prior to commencing their vacation. The advance vacation payment shall be 4% of the officer's previous year's earnings, less an appropriate amount (approximately 30%) to cover standard deductions.
- 23.10 Vacation days shall be exclusive of the assigned rest days.
- 23.11 Days worked on any position covered by a similar vacation agreement will be counted as Service for vacation purposes under this Agreement.
- 23.12 Vacation pay will be the greater of the appropriate percentage of the officer's wages in the preceding calendar year as per Article

- 23.1 or the rate of the position she would have filled during such vacation period.
- 23.13 An officer terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation pay calculated to the date of his leaving the service as provided for in Article 23.1.
- 23.14 An officer who is laid off shall be paid for any vacation due him at the beginning of the current calendar year and not previously taken, and, if not subsequently recalled to service during such year, shall, upon application, be allowed any vacation due him at the beginning of the following calendar year.
- 23.15 An officer who (1) leaves the service of his own accord (2) is dismissed for cause and not reinstated in his former seniority standing within two years of date of such dismissal, will if subsequently returned to the service be required to again qualify for vacation with pay as provided in Article 23.1.
- 23.16 An officer who has become entitled to a vacation with pay shall be granted such vacation within a twelve-month period immediately following the completion of the calendar year of employment in respect of which the officer became entitled to the vacation.
- 23.17 Applications for annual vacations from officers shall be filed prior to February 1st each year.
- 23.18 (a) Applications filed prior to February 1st, insofar as it is practicable to do so, will be allotted vacation during the summer season, in order of seniority of applicants, and unless otherwise authorized by the officer in charge the vacation period shall be continuous. Applicants will be advised in no later than 31 March of dates allotted them and unless otherwise mutually agreed officers must take their vacation at the time allotted.
- (b) The Company shall supply the Union Representative a copy of the schedule of dates approved in Article 23.18 (a).
- 23.19 Unless mutually agreed, officers who do not apply for vacation prior to February 1st, shall be required to take their vacation at a time to be prescribed by the Company.

- 23.20 Except as otherwise indicated, this Article 23 contemplates 8-hour working days. Where officers have been assigned to work other hours, such as 12 hours daily, appropriate conversion will be made in calculating days cumulative compensated service and vacation entitlement.
- 23.21 Officers who do not apply for vacation prior to the date prescribed in the Agreement will nevertheless be advised in advance of vacations being granted.
- 23.22 Officers' vacation periods will be expressed in hours, as well as days, in order to avoid confusion concerning the actual vacation period due.
- 23.23 Officers who retire shall have the option to be paid a lump sum for any unused vacation at the date of their retirement.
- 23.24(a) By 31st December of each year, Officers who have an annual entitlement in excess of 180 hours for the following year may elect in writing a payout for the entitlement in excess of 180 hours.
- (b) By 30th April of each year, Officers who have vacation carryover balances remaining from prior years may elect in writing a payout of these balances.
- (c) Such lump sum payments paid per 23.24 (a) and/or 23.24 (b) will be non-pensionable and not considered wages for the % calculation of vacation pay in Article 23.1.

ARTICLE 24 BEREAVEMENT LEAVE

- 24.1 In the event of a death of an officer's spouse, child or stepchild currently declared as a dependant in the officer's personnel file, the officer shall be entitled to ten (10) consecutive days bereavement leave immediately following the date of death or the officer's release from the vessel.**
- 24.2 In the event of a death of an officer's step child, mother, father, father-in-law, mother-in-law, brother or sister, the officer shall be entitled to seven (7) consecutive days**

bereavement leave immediately following the date of death or the officer's release from the vessel.

24.3 In the event of a death of an officer's step-parent, grandparent, grandchild, brother-in-law, sister-in-law or relative permanently residing in the officer's household or with whom the officer resides, the officer shall be entitled to five (5) consecutive days bereavement leave immediately following the date of death or the officer's release from the vessel.

24.4 Bereavement leave shall be without loss of pay provided the officer has not less than three (3) months cumulative compensated service and shall be paid as if worked for the purposes of holiday entitlement in accordance with Article 22.

24.5 If bereavement leave entitlement occurs during an officer's scheduled vacation, the applicable portion of the vacation shall be rescheduled to a date mutually agreed by the officer and the Company.

24.6 Bereavement leave may also include, in appropriate circumstances, an additional paid leave of absence of up to three (3) days for the purpose of travel. Such travel is when attendance at the memorial service does not provide for a reasonable timeframe for the Officer to return home and report to work upon completion of the bereavement leave entitlement in 24.1 or 24.2.

24.7 Upon written request to the designated Company representative, additional bereavement leave without pay may be approved. Such approval shall not be unreasonably withheld.

EXAMPLES

The death of an assigned officer's brother occurs while the officer is on tour. The officer has ten days left during the tour, not including the day on which the death occurs. The officer would be entitled to pay for seven days bereavement.

The death of an assigned officer's brother occurs while the officer is on tour. The officer has three days left during the tour, not including the day on which the death occurs. The officer would be entitled to pay for three days bereavement.

The death of a spare officer's brother occurs while the officer is at work. The officer is protecting spare and has two days left in their assignment, not including the day on which the death occurs. The officer would be entitled to pay for two days bereavement.

The death of an assigned officer's brother occurs while the officer is on rest days. The officer is scheduled to report to work three days following the day the death occurs. The officer would be entitled to pay for four days bereavement and would be required to commence work on the fifth day of the tour.

The death of a spare officer's brother occurs while the officer is not at work. The officer is called to report for work for ten days, starting two days following the day the death occurred. The officer would be entitled to pay for five days bereavement.

The death of an assigned officer's brother occurs while the officer is on scheduled vacation and has five scheduled vacation days remaining in the tour. These five vacation days would be substituted with five days paid bereavement leave. The officer's five vacation days would be rescheduled.

ARTICLE 25 LEAVE OF ABSENCE AND FREE TRANSPORTATION

- 25.1 Officers elected as salaried representatives of the officers shall, upon request, be granted leave of absence without pay while so engaged. Application for leave or renewal of such leave shall be made to the designated Company Representative.
- 25.2 Officers shall be granted free transportation, in accordance with pass regulations, and leave of absence without pay to attend General Meetings upon the request of the Union Representative or the appropriate National Representative of the Union.
- 25.3 Officers elected or appointed to serve on committees for investigation, consideration and adjustment of grievances shall, upon request, be granted free transportation in accordance with pass regulations and necessary leave of absence without pay.
- 25.4 Officers shall, upon request, be granted free transportation in accordance with pass regulations and leave of absence without pay to attend Union meetings. Such leave of absence will be

granted only when it will not interfere with the Company's business nor put the company to additional expense.

- 25.5 Officers, at the discretion of the Company, may be granted leave of absence without pay in accordance with Company regulations effective at the time. Applications for leave of absence should be made in writing to the proper officer of the Company, or if unknown, to the Human Resources Department. Leave of absence may be extended by application in writing to the proper officer in ample time to receive permission or return to duty at the expiration of such leave. Unless such extension of leave of absence is granted, or absolute proof is furnished of bona fide sickness preventing such return, officers failing to report for duty, on or before the expiration of their leave of absence, shall be required to forfeit their seniority. This includes leave of absence granted for union business.
- 25.6 Leave of absence under Article 25 shall not be granted for the purpose of engaging in work outside the Company service, except in cases involving sickness or compassionate reasons, when made the subject of mutual agreement between the proper officer of the Company and the appropriate National Representative of the Union.
- 25.7 The name of an officer on authorized leave of absence shall be continued on the seniority list for the group in which he has established seniority rights.
- 25.8 The Union Representative shall not suffer a loss of regular pay when attending grievance, discipline or investigation meetings or other meetings that are called by the Company.
- 25.9 Officers elected or appointed to an official position with the Union or as a delegate to any Union activity requiring leave of absence, shall be granted leave as mutually agreed for the term of office or until completing the activity as the case may be, for which leave of absence was granted. Applications for leave or renewal of such leave shall be made to the designated Company Representative. Approvals for such leaves shall not be unreasonably withheld.

NOTE: Reference to free transportation throughout this Article is in accordance with Company policy and regulation relating to Free and Reduced-Rate Transportation.

ARTICLE 26 RATES & METHOD OF PAY

- 26.1 Officers will be paid by a direct deposit system to the officer's designated bank account.
- 26.2 (i) Effective **1 January 2014**, wages shall be increased by **1.75%** on all rates of pay in effect **31 December 2013** as listed in Article 26.2 of the collective agreement
- (ii) Effective **1 January 2015**, wages shall be increased by **1.75%** to the adjusted wage rate for **1 January 2014**.
- (iii) Effective **1 January 2016**, wages shall be increased by **1.75%** to the adjusted wage rate for **1 January 2015**.

Consumer Price Index (CPI) is defined as the percentage change in the index published by Statistics Canada for the 12 month period ending 31 December 2006 in accordance with Arbitrator Ashley's decision dated 17 December 2004 for 26.2 (iii) (b).

- (a) The monthly basic rates of pay and classifications shall be as follows:

Classification	01-Jan-14 1.75%		01-Jan-15 1.75%		01-Jan-16 1.75%	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Chief Officer	36.361	6326.81	36.997	6437.48	37.644	6550.06
1 st Officer	33.847	5889.38	34.439	5992.39	35.042	6097.31
2 nd Officer	30.534	5312.92	31.068	5405.83	31.612	5500.49
3 rd Officer	28.999	5045.83	29.506	5134.04	30.022	5223.83
2 nd Engineer	36.361	6326.81	36.997	6437.48	37.644	6550.06
Snr. Engineer	30.534	5312.92	31.068	5405.83	31.612	5500.49
Jnr. Engineer	28.999	5045.83	29.506	5134.04	30.022	5223.83
Snr. Electrical – Leif Ericson*	33.130	5764.62	33.710	5865.54	34.300	5968.20
Electrical Engineer	30.534	5312.92	31.068	5405.83	31.612	5500.49

- * Marine Atlantic understands that the Senior Electrician on the Leif Ericson performs additional duties that are not performed on other vessels. To recognize those additional duties, if a Chief Electrician is not assigned to the Leif Ericson, the Senior Electrical shall be paid at the hourly rate of Snr Electrical – Leif Ericson. If more than one Senior Electrician is assigned to that vessel, the senior person in that classification shall be paid at that rate, provided that they are performing the additional duties. For Senior Electrical Officer(s) holding bulletined assignment on the Leif Ericson, the hourly rate of Snr Electrical – Leif Ericson will apply while assigned to required training or attending approved meetings specified in Article 25.8.

The hourly rate of pay for the classification of Safety Officer is midpoint between the Chief Officer/ Second Engineer and the First Officer hourly rate.

Note 1:

Effective 1 May 2004 the title of Senior Chief Officer was revised to Chief Officer and the title of Chief Officer was revised to 1st Officer. By changing the titles of these positions there was no intent to change duties, responsibilities and certification requirements for same.

Note 2:

- (a) The hourly rate of pay shall be 1 over 174 of the monthly basic rate of pay, or 1 over 40 of the weekly basic rate of pay, calculated to the nearest tenth of a cent.
- (b) Monthly rated officers shall, on completion of their assignments for a full calendar month, receive 6 hours' pay at one and one-half times the hourly rate in addition to the monthly basic rate of pay
- (c) Eight hours shall constitute a vacation day's pay.
- (d) Officers temporarily assigned for one day or more to higher-rated positions shall receive the higher rate while occupying such positions. Officers temporarily assigned to lower-rated positions shall not have their rates reduced.

26.3 Completion of Shift Premium

Officers who are present and complete fifteen (15) days at work during a month shall receive a premium of thirty-five cents (\$0.35) per regular hour worked to be calculated upon completion of the month. Rest days liquidated at the direction of the Employer only will count for purposes of the fifteen day threshold; however an officer will not be paid the premium on those liquidated days scheduled off by the Employer. This Article only applies to officers in ship based positions. This premium commences 1 January 2016.

ARTICLE 27 SHORT PAID

- 27.1 When an officer is short paid by \$183.91 or more for monthly-rated officers or \$91.95 or more for weekly-rated officers, a voucher will be issued within three working days (Accounting Department days) of an officer's request for payment to cover the shortage. The amount specified herein will be adjusted by subsequent general wage increases.

ARTICLE 28 STANDBY WAGES

- 28.1 Applicable to All Officers:

When a vessel is laid up for refit or planned work period all officers assigned to such vessel will be employed in their usual capacities, or in similar employment, and at the rates of pay for their respective ranks. This provision will apply to the actual period only during which the vessel is undergoing customary refit or planned work period and is not to be applicable to any period when the vessel is out of service for any reason other than customary refit or planned work period.

- 28.2 The Chief officer or 1st. officer will be required to remain with his ship during a refit and will not be subject to displacement during such refit. This provision will not affect normal crew change.

ARTICLE 29 DIRTY WORK BONUS

- 29.1** Applicable to Engineer Officers:

Officers required to perform the following duties;

- (1) enter and clean boilers, fuel oil tanks, air tanks and double-bottom water tanks;
- (2) clean boiler tubes;
- (3) working below engine room floor or boiler room plates;
- (4) working on clearing major sewage blockages or equipment within the sewage system, where officers come into direct contact with raw sewage.

shall be paid a bonus of \$2.00 per hour effective the first day of the month following the date the arbitrator's award is received by the parties, for actual time so occupied with a minimum payment of one hour, which shall cover all work performed within the hour.

ARTICLE 30 PAYMENT OF TRAVEL TIME OFFICERS TAKING TRAINING

30.1 The following conditions apply for payment of travel time that may be involved for officers taking training.

- a) If travel incurred is not additional to that which the officer would normally incur - given his assignment or spare status - no travelling time will be allowed.
- b) When travel time is allowed, time reasonably spent travelling from and to their home or terminal port will be compensated at the officer's regular hourly rate of pay subject to a maximum of 12 hours per day (combined travel and work).
- c) Such time will be credited against the monthly 180 hours in the usual fashion.

ARTICLE 31 TERMINAL PORTS

31.1 For the purpose of this Agreement, it is understood that terminal ports will be North Sydney, Port aux Basques and Argentina.

31.2 One or two terminal ports shall be designated for each vessel, and all positions on the vessel shall be declared vacant and

rebulletined, if the vessel is transferred to operate between other terminal ports on a long-term basis.

31.3 If vessel positions are not rebulletined in accordance with Article **31.2**, or pending rebulletining and reassignment, regularly assigned officers required to travel to or from ports other than those designated, for crew changeoffs, shall, in consideration of the out-of-pocket expenses incurred, be paid allowances calculated from or to the terminal port nearest their home as follows:

Argentina	-	Port aux Basques North Sydney
Argentina	-	\$45

NOTE: Officers assigned to vacancies in accordance with Article 13.10 (b) (i) or (ii), on a vessel which is transferred to operate between other terminal ports, during their tour of duty will be entitled to the allowance for their initial return home after the change.

ARTICLE 32 UNIFORMS AND CLOTHING

32.1 Officers required by the Company to wear uniforms shall be furnished the following, free of charge, if they request same:

- (a) one uniform dress suit as initial issue and one thereafter every three years;
- (b) one battle dress jacket every year;
- (c) three pairs of pants each year; (a minimum of one pair of dress pants and a maximum of two work pants which will be cargo pants or equivalent)
- (d) three shirts per year (a minimum of one white Officer shirt and a maximum of two work shirts), six shirts upon initial issue (minimum of three white Officer shirts);
- (e) one uniform sweater each year;
- (f) one synthetic fur cap every two years;

- (g) one uniform burberry coat or parka floater jacket every two years;
- (h) one windbreaker every two years;
- (i) two uniform ties each year;
- (j) one ball cap and one toque each year.

32.2 Coveralls

Marine and Electrical Engineering officers shall be supplied, up to four pairs of fire retardant coveralls and one pair of insulated coveralls every two years or when necessary. Coveralls will be provided to Deck Officers on the basis of one pair of plain coveralls the first year and one pair of insulated coveralls the next year or when necessary. Coveralls will be provided to other officers as and when actually needed.

32.3 Safety Footwear

- (a) Officers will purchase safety footwear at the outlet of their choice, and will pay the full cost of the footwear at the time of purchase. The footwear purchased must have leather uppers substantial to the workplace hazard with durable non-slip soles. Where appropriate, Officers are required to wear footwear, which complies with the Canada Standards Association (CSA) Standard.
- (b) Officers may then submit the proof of purchase (receipt) to their immediate supervisor who will send the receipt and the Request for Rebate to the timekeeper, and the rebate will be added to the officer's total timecard.
- (c) Effective the first day of the month following the date the arbitrator's award is received by the parties, the rebate will be a maximum of \$180 each year inclusive of HST towards the cost of footwear and insoles. Requests for Rebate must be submitted before the end of the last pay period in an employment term (e.g. before layoff, retirement, etc.)

NOTE 1: All items so furnished in accordance with this article to remain the property of the Company.

NOTE 2: Officers promoting from another vessel agreement will be furnished with additional uniforms as required to meet the allocation in **32.1** and **32.2**.

Example:

An ERA provided with fire retardant coveralls under agreement B would not be provided with another issue if he promotes to Agreement A.

ARTICLE 33 ACCOMMODATION

33.1 Whenever possible on existing vessels each officer shall have his own stateroom, furnished and equipped in accordance with general standards for the class of ship. Rooms will be regularly inspected by the Master to ensure that such standards are being complied with. Officers will have their crew quarters cleaned and the Master will ensure that those rooms will be regularly cleaned and maintained.

33.2 When officers attend training, each officer will be provided with reasonable single accommodation if such accommodation is available at the training location.

ARTICLE 34 SUBSISTENCE

34.1 When ships are off Articles and officers are required to work thereon and meals and accommodation are not provided on board or on another vessel, officers shall be provided with suitable meals and reasonable single accommodation on shore if such accommodation is available.

ARTICLE 35 JURY DUTY

35.1 An officer who is summoned for jury duty and is required to lose time from his assignment as a result thereof, shall be paid for actual time lost with a maximum of one basic day's pay at the straight time rate of his position for each day lost, less the amount allowed him for jury duty for each such day excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:

- (a) An officer must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (b) The number of working days for which jury duty pay shall be paid is limited to a maximum of 60 (8-hour) days, or 40 (12-hour) days in any calendar year.
- (c) No jury duty pay will be allowed for any day for which officers are entitled to vacation or general holiday pay. Officers who have been allotted vacation dates may terminate their vacation because they are called for jury duty, and will take remaining vacation entitlement at a **mutually agreed upon later date.**

ARTICLE 36 ATTENDING COURT

- 36.1** Officers who lose time by reason of being required to attend court, Coroner's inquest, or to appear as witnesses, in cases in which the Company is involved, will be paid for time so lost. If no time is lost they will be paid from the time required to report until actually released at one and one-half times the hourly rate, with a minimum of two hours. Necessary actual expenses while away from his position will be allowed upon production of receipts. Any fee or mileage accruing shall be assigned to the Company.

ARTICLE 37 HELD FOR INVESTIGATION OR COMPANY'S BUSINESS

- 37.1** Officers held for Company's investigations or Transport Canada investigations and no responsibility is attached to them in connection with the matter under investigation (i.e., not subject to discipline), or on Company's business, on instructions of the appropriate person designated by the Company, will if required to lose time by reason thereof, be paid for time lost. If no time is lost they will be paid from the time required to report until actually released at one and one-half times the hourly rate, with a minimum of two hours. Necessary actual expenses will be allowed upon production of receipts.

ARTICLE 38 DISCIPLINE AND GRIEVANCE PROCEDURE

- 38.1** An Officer, who has completed his probationary period, will not be disciplined or discharged without an investigation.
- 38.2** Investigations in connection with alleged irregularities will be held as quickly as possible. An Officer may be held out of service for investigation (not exceeding three working days). Officers will be given at least one day's notice of investigation in writing and notified of the charges against them. This shall not be construed to mean that a proper representative of the Company, who may be on the ground when the cause for investigation occurs, shall be prevented from making an immediate investigation.

An Officer may, if he so desires, have the assistance of one or two fellow officers, or accredited representatives of the Union, at the investigation. When an officer requests a change to the date stated in the above notice of investigation, that delay shall not be in excess of seven calendar days. At the hearing, prior to commencement of the investigation, the Officer under investigation will be provided with a copy of all the written evidence as well as any oral evidence which has been recorded and which has a bearing on their involvement. Any Officer being investigated shall be furnished with a copy of their own statement. The decision will be rendered within twenty-one calendar days from the date the statement is taken from the Officer being investigated. This time limit may be extended by mutual agreement in writing by the parties; such extension shall not be unreasonably withheld by either party. An Officer will not be held out of service pending the rendering of a decision, except in the case of a dismissable offence.

- 38.3** If the decision is considered unjust, an appeal may be made in writing in accordance with the grievance procedure. Such appeal shall set forth the grounds upon which it is made. On request the appropriate Representative of the Union shall be shown all evidence in the case.
- 38.4** Should an Officer be exonerated he shall be paid at his regular rate of pay for any time lost (one day for each twenty-four hours), less any amount earned in other employment. If away from home he shall, on production of receipts, be reimbursed reasonable expenses for travelling to and from the investigation.

- 38.5** Should an Officer believe he has been unjustly dealt with, or that any of the provisions of this agreement have not been complied with (which it is not possible to adjust with the Master), the procedure for adjustment shall be as follows:

Grievance Procedure: Any grievance lodged by a member of the Union shall be presented to a person designated for that purpose by the Employer. The Employer shall provide a list of designated persons to the Union. The Union shall provide a list of designated representatives to the Employer.

Step 1 Within forty (40) calendar days from the cause of grievance the Officer(s) and/or designated representative of the Union shall submit the grievance in writing to the designated representative of the Employer.

A decision will be rendered within 28 calendar days.

Step 2 Within twenty-eight (28) calendar days of receiving decision under Step 1, the Representative of the Union may appeal in writing to the appropriate person designated by the Company. A decision will be rendered within twenty-eight (28) calendar days of receiving appeal. The appeal shall include a written statement of the grievance and where it concerns the interpretation or alleged violation of the agreement, the statement shall identify the Article and the paragraph of the Article involved.

- 38.6** The settlement of a dispute shall not under any circumstances involve retroactive pay beyond a period of 60 calendar days prior to the date that such grievance was submitted at Step 1.

- 38.7** (a) Where a grievance other than one based on a claim for unpaid wages is not progressed by the Union within the prescribed time limits the grievance will be considered to have been dropped. Where a decision with respect to such a grievance is not rendered by the appropriate officer of the Company within the prescribed time limits the grievance will be processed to the next step in the grievance procedure.

- (b) When a written grievance based on a claim for unpaid wages is not progressed by the Union within the prescribed time limits, it shall be considered as dropped. When the appropriate officer of the Company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the collective agreement.

38.8 The time limits as provided under this Article may be extended by mutual agreement.

ARTICLE 39 FINAL SETTLEMENT OF DISPUTES

- 39.1** Failing settlement in accordance with the last step of Article **38** the dispute may be referred by either party to a single arbitrator for final and binding settlement without stoppage of work.
- 39.2** The request for arbitration must be made in writing by either party to the other within 45 calendar days from the date decision was rendered by the Company in the last step of the Grievance Procedure. If request is not so made the matter will be considered to have been satisfactorily settled and shall not be processed to arbitration.
- 39.3** The party requesting arbitration shall submit with its request the names of up to a maximum of three arbitrators. If the other party does not agree to one of the arbitrators so proposed, it shall propose up to a maximum of three arbitrators within 21 calendar days from receipt of the requesting party's submission. If the parties still cannot agree upon the arbitrator to be appointed, the Minister of Labour shall be requested to select an arbitrator, and the Minister's selection shall be final.
- 39.4** At the hearing before the arbitrator, argument may be given orally or in writing, and each party may call such witnesses as it deems necessary.
- 39.5** Disputes arising out of proposed changes in rates of pay, rules or working conditions, modifications in or additions to the scope of the Agreement, are specifically excluded from the jurisdiction of

the arbitrator, and he shall have no power to add to, or subtract from or modify any of the terms of the Agreement.

- 39.6** The arbitrator shall render his decision, in writing together with his written reasons therefore, to the parties concerned within 30 calendar days following the conclusion of the hearing.
- 39.7** The Company and the Union shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator, but any general or common expenses, including the remuneration of the arbitrator, shall be divided equally.
- 39.8** The time limits as provided herein may be extended by mutual agreement.

ARTICLE 40 HEALTH AND WELFARE

40.1 The following group benefits shall apply to officers covered by this agreement:

- a) Weekly Indemnity
- b) Basic Life Insurance
- c) Paid Maternity Leave
- d) Accidental Death and Dismemberment
- e) Extended & Supplementary Health Insurance
- f) Dental Care Insurance

40.2 The Company will provide the National and Local Union representatives with the name of the Carrier, Policy number and/or any changes in the provisions of the policies listed in **40.1** above.

For Officers commencing employment with the Company after 1 January 2006 the Company will cost share 80% Employer and 20% Officer for Extended Supplemental Health Insurance and Dental Care Insurance.

Weekly Indemnity Benefits, Basic Life Insurance Maternity Leave and Accidental Death and Dismemberment will be paid 100% by the employer.

This cost sharing requirement of 20% does not apply to employees who are employed with the Company prior to 1 January 2006 in a position covered by another collective agreement who are appointed to a position in Agreement A subsequent to 1 January 2006.

ARTICLE 41 LIFE INSURANCE UPON RETIREMENT

- 41.1** An officer who retires from the service of the Company will, provided he is fifty-five years of age or over and has not less than ten years' cumulative compensated service, be entitled, upon retirement, to a \$7,500 life insurance policy. The premium is to be paid by the Company.

ARTICLE 42 MARINE DISASTER

- 42.1** Any officer who, while in the employ of the Company, suffers loss of clothing and/or personal effects actually incurred through marine disaster or shipwreck, shall be compensated by the payment of an amount up to \$2,500 on production of a notarized affidavit detailing the items lost.

ARTICLE 43 SICK BENEFIT

- 43.1** Any officer, who in any port outside of Canada, has to be signed off a vessel owing to an illness, or owing to injury for which compensation is payable, except for the period during which the injury comes under the benefits of the compensation laws of Canada, shall, in addition to medical care and maintenance to which he is entitled under the Canada Shipping Act, also be entitled to two thirds of his basic pay until he is declared medically fit for duty and offered employment in a rank similar to that which he held when becoming sick or has been repatriated to a proper return port, whichever first happens, provided that in any event such sick pay shall not continue after twelve weeks from the date the officer was signed off Articles. Only such operations as in the opinion of competent medical authority are immediately necessary shall be performed away from Canada. Where an officer has an allotment payable to a dependent as defined under the Canada Shipping Act, the Company undertakes to continue such allotment up to the amount of the sick pay due the officer under the conditions stated above.

ARTICLE 44 INJURED ON DUTY

- 44.1** An officer prevented from completing a shift due to a bona fide injury sustained while on duty will be paid for his full shift at straight time rates of pay, unless the officer receives Worker's Compensation benefits for the day of the injury in which case the officer will be paid the difference between such compensation and payment for his full shift.

ARTICLE 45 REQUIRED TRAVEL

- 45.1** Where an automobile mileage allowance is paid, such allowance shall be paid in accordance with Company Policy.
- 45.2** When an officer is required to report to or from a non terminal port and the officer requests to use air travel and the Company deems that it is cost efficient and effective, the officer will be provided the opportunity for this mode of travel. For those officers who choose to travel by air or are provided air travel by the Company, they will not be eligible for pay during the hours spent travelling unless the hours are part of their regular tour of duty. Upon arrival at the designated airport, until such time the officer arrives at the non terminal port, they will be eligible for reimbursement of expenses in accordance with the Company's travel policy.

ARTICLE 46 INCOME SECURITY

- 46.1** The provision of the Marine Atlantic "Income Security Agreement" will apply to officers covered by this Agreement.
- 46.2** For purposes of Article 7 of the Income Security Agreement:
- a) seasonal officers will be defined as those officers engaged or recalled to provide additional staff for summer traffic in the respective service, and
 - b) the seasonal working period is defined as:
 - i) 1 June to 15 September each year.

- c) These provisions do not apply to officers who entered service prior to 1 January 1970.

46.3 The seasonal working period, shall be applied in the following manner:

- a) The number of positions established each year to provide additional staff for summer traffic shall be determined. The precise dates on which the positions are established will not be regarded as critical.
- b) The equivalent number of junior officers on each seniority list will be identified and regarded as seasonal officers.
- c) The seasonal working period specified, shall be regarded as applying solely for seasonal officers, to determine the period, if any, in which benefits are payable to such officers.
- d) In order to qualify for benefit, officers shall be required to exhaust all seniority rights, which they may hold in any group, in any vessel agreement.

ARTICLE 47 CONTRACTING OUT

47.1 Work presently and normally performed by officers will not be contracted out except:

- a) when technical or managerial skills are not available from within the Company; or
- b) where sufficient officers, qualified to perform the work, are not available from the active or laid off officers; or
- c) when essential equipment or facilities are not available and cannot be made available from Company-owned property at the time and place required; or
- d) where the nature or volume of work is such that it does not justify the capital or operating expenditure involved; or
- e) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or

f) where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

- 47.2** The conditions set forth above will not apply in emergencies, to items normally obtained from manufacturers or suppliers nor to the performance of warranty work.
- 47.3** At a mutually convenient time at the beginning of each year and, in any event, no later than 28 February of each year, representatives of the Union will meet with the designated representatives of the Company to discuss the Company's plans with respect to contracting out of work for that year. In the event Union representatives are unavailable for such meetings, such unavailability will not delay implementation of Company plans with respect to contracting out of work for that year.
- 47.4** The Company will advise the Union representatives involved in writing, as far in advance as is practicable, of its intention to contract out work which would have a material and adverse effect on officers. Except in case of emergency, such notice will be no less than 30 days.
- 47.5** The advice will contain a description of the work to be contracted out; the anticipated duration; the reasons for contracting out and, if possible, the date the contract is to commence. If the designated representative of the Union requests a meeting to discuss matters relating to the contracting out of work specified in the above notice, the appropriate Company representative will promptly meet with him for that purpose.
- 47.6** Should the designated representative of the Union request information respecting contracting out which has not been covered by a notice of intent, it will be supplied to him promptly. If he requests a meeting to discuss such contracting out, it will be arranged at a mutually acceptable time and place.
- 47.7** Where the Union contends that the Company has contracted out work contrary to the foregoing, the Union may progress a grievance. Such grievance shall commence at Step 2 of the grievance procedure. The designated representative of the Union shall submit the facts on which the Union relies to support its

contention. Any such grievance must be submitted within 30 days from the alleged non-compliance.

ARTICLE 48 SCHOOL PLAN

48.1 Any officer who:

- (a) has completed one year's continuous satisfactory service as an officer in the employ of the Company; and
- (b) after completing such period of employment is granted leave of absence and attends a course conducted by or on behalf of the Government of Canada for the purpose of preparing such officer for examination as to his qualifications for a certificate of competency as an officer of a higher class (entitled under the Canada Shipping Act to serve on vessels of the type operated by the Company) and the officer is successful in securing such higher certificate; and
- (c) after securing the higher class certificate continues in the employment of the company as an officer and remains continually in such employment for a period of one calendar month he shall, at the expiry of the one month period herein referred to, be paid by the

Company a subsistence allowance in the amount of \$6.75 for each day (for such purpose only 5 days in each week) during which the officer attended such course, the maximum payment not to exceed \$202.50; or

- (d) subject to the general qualifications outlined in (a), (b) and (c), an officer who has not been absent from his regular employment in order to take such course, shall be paid by the Company a subsistence allowance in the amount of \$3.38 for each day during which the officer attends such course, the maximum payment not to exceed \$101.25.

48.2 Before payment is made by the Company, the officer must submit to the Company written proof, signed by a responsible officer of the school, of his claim that he attended school for each day he is claiming subsistence allowance.

ARTICLE 49 MARINE SCHOOL ASSISTANCE PLAN

- 49.1** An officer who is granted leave of absence without pay to attend Marine Navigation or Engineering School, to obtain certificates of competence which will fit them for promotion within the service, and whose application for assistance under the Marine School Assistance Plan is approved, shall be granted a training allowance equal to 85% of the officer's regular basic weekly or monthly rate. An officer who is granted leave of absence and approved for assistance under this article on or after the first day of the month following the date the arbitrator's award is received by the parties, shall be granted a training allowance equal to 90% of the officer's regular basic weekly or monthly rate. The allowance will be payable while attending school for the approved term so long as the officer would not have been subject to lay-off or other interruption of earnings in his regular occupation.
- 49.2** The total period for which the training allowance may be paid will vary, depending on the type of certificate sought, up to a maximum of 52 weeks for MIV, 1st MIV, 1st Engineer and 2nd Engineer Certificate, and 26 weeks for 3rd Engineer, 4th Engineer and Watch Keeping Mate certificates (or equivalent certificates should the official designation change) Approval of an officer's application for assistance for second and subsequent school terms (within the 26 or 52-week period), however, shall be conditional on the Officer having progressed satisfactorily during the preceding term.
- 49.3** The number of officers receiving assistance, in any certificate group, may be limited according to the Company's discretion.
- 49.4** The Company shall pay the tuition fee costs for those officers granted assistance under this plan.
- 49.5** An officer granted assistance under the Marine School Assistance Plan will be required to agree to remain in the employ of the Company in vessel service for a period of three years following completion of the desired course. Failing to do so he will be required to remit to the Company any money paid by the Company under this assistance plan. This amount will be reduced by 1/36th for each completed month of service following completion of the course.

- 49.6** In approving applications for assistance under this plan the Company shall give recognition to the officer's seniority, but shall retain the right to reject applicants it identifies as lacking the ability or qualifications required to obtain the certificate in a reasonable period of time, and other applicants for cause related to work performance or record.
- 49.7** In the event of dispute as to the rejection of a senior applicant, the circumstances of the particular case will be reviewed with the representative of the union upon request but it shall not otherwise be subject to appeal.
- 49.8** Officers who receive training in accordance with this article must protect all vacancies, that the training qualified the officer to perform, during the three-year period following the completion of the course.

ARTICLE 50 VOLUNTARY TRAINING ON COMPANY TIME

- 50.1** Officers who elect to undertake training on Company time offered on a voluntary basis shall be committed to apply for and/or to accept the employment for which trained so long as the rate offering is not inferior to their own or when other junior qualified assigned officers are not available.
- 50.2** The Company shall have the right to specify successful completion of particular Company training as an essential qualification for certain positions, where such specification is reasonable. Such qualification, however, shall apply only where an opportunity to undertake such training has been previously afforded to the officer group, or arrangements are made to offer such training to the senior applicants otherwise qualified for such position.
- 50.3** Applicants for training on Company time, which is offered on a voluntary basis, shall be accepted in order of seniority within the group to which the training is directed, providing they possess the basic qualifications which may reasonably be required.
- 50.4** Officers undertaking training on a voluntary basis or which is required by regulation in order to maintain certification, or which is required by regulation in order to maintain the certification the Company requires for the positions they normally hold, other than training which may be accomplished while occupying their regular

assignment, may be required to revert to 8-hours-per-day, 5-days-per-week scheduling. Officers, however, shall be allowed payment based on their regular 180 hours per month for each month in which they undergo such training, so long as their seniority status and availability would permit continued employment. Hours in class plus hours travelling at the commencement and end of course will be credited against the 180 hours to produce "bank" or "hole" days in the usual fashion.

The principle of **50.4** may also apply to officers accepting special assignment (e.g., tours of duty at shipyards for familiarization with new vessels or maintenance procedures, etc.) where the officer's normal work scheduling is inappropriate.

ARTICLE 51 CREWING REGULATIONS & MARINE CERTIFICATION

- 51.1** Marine Atlantic will provide reimbursement to licensed officers when required to renew any present or future endorsements affecting the licensed officer's present certificate.
- 52.1** Officers will be required to submit proof of purchase (receipt) to the Training Department on an appropriate expense form for payment.
- 52.2** Marine Atlantic shall refund the cost of any medical examination or test undergone to receive a medical certificate or letter of refusal, provisional or otherwise; as well as costs required for Aids to Vision and Hearing as specified in the Marine Personnel Regulations.

ARTICLE 52 LETTERS OF UNDERSTANDING

- 52.1** All Letters of Understanding attached to this agreement form part of this Collective Agreement.

ARTICLE 53 INTERPRETATIONS

- 53.1** All questions with respect to the application or interpretation of the provisions of this Agreement shall be referred through the proper Officers of the Company to the Human Resources Department. Interpretations when agreed upon will be issued by the Human

Resources Department and signed by the signatories to this Agreement and shall be incorporated as an addendum to this Agreement.

ARTICLE 54 TERMINATION OF AGREEMENT

This Agreement shall remain in effect until 31 December 2016, and thereafter subject to four (4) months' notice in writing from either party to the Agreement of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to 31 August 2016.

Signed at North Sydney, this 15th day of Nov. 2015.

For the Company:

Paul Griffin

Paul Griffin
President and CEO

Denise Forgeron

Denise Forgeron
Manager of Labour Relations

For the CMSG:

Paul O'Brien

Paul O'Brien
CMSG Representative

Tom Marsh

Tom Marsh
Engineering Officer

Charlie Pike

Charlie Pike
Deck Officer

Ron Badcock

Ron Badcock
Engineering Officer

Sheldon MacDonal

Sheldon MacDonal
Electrical Officer

MISCELLANEOUS LETTER OF UNDERSTANDING AND MEMORANDUM OF
AGREEMENT

APPENDIX A: ROLE OF LOCAL CHAIRMAN

25 May 1987

Mr. J. George Boudreau
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Boudreau:

This relates to discussions during recent contract negotiations with respect to concerns with regard to good communication and the recognition of the role of local chairman.

Firstly, I would give you every assurance that we desire and are fully supportive of good communications on every level. Considerable effort is made to keep employees informed of what is happening, both currently and within the foreseeable future. There are, of course, always those few exceptions which require managerial discretion for good business reasons.

We encourage supervisors and employees alike to accord due respect to fellow employees, union representatives and officers of the Company. Specifically, we recognize the Brotherhood as the legal bargaining agent of the employees you represent and will always attempt to maintain both the spirit and intent of any contractual agreements between us. Where these efforts fail, as they occasionally do, we respect the appeal procedure in our contracts and deal accordingly with your designated representatives.

With regard to access to information, we realize there will be occasions when certain information will be required as it relates to employee grievances and like matters which you must deal with. Again, it is not new that our policy is to cooperate in every reasonable effort to supply necessary information in a prompt, honest and forthright manner. It is desirable to be as specific as possible in order to avoid undue administrative burden.

I trust that these remarks will serve to reassure you of our genuine concern for good labour relations and our commitment to make every effort towards that end.

Sincerely,
(original signed by)
G. J. James
Director Human Resources

APPENDIX B: CERTIFICATION OF DECK OFFICERS

CBRT & GW Applicable to Deck Officers

10 May 1991

File: 8300-A

Mr. G. T. Murray
Regional Vice President
CBRT & GW
Room 314
Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

This refers to our various discussions, and Letter of Understanding dated 12 July 1990, relating to the matter of certification of deck officers on our Newfoundland Vessels, most specifically the M.V. "Caribou" and M.V. "Joseph and Clara Smallwood".

As you are aware, we presently do not utilize 3rd Officers on these vessels, but require 2nd Officers with a minimum of an ON2 Certificate. The Letter of Understanding referred to above recognized four individuals as qualified to fill a deck officer's position on the "Caribou" and "Smallwood", provided certain seniority provisions were met.

In crewing the "Caribou" and "Smallwood" we presently utilize a Sr. Chief Officer and two 2nd Officers in winter and a Sr. Chief Officer, Chief Officer and two 2nd Officers in summer.

We have reviewed our deck officer requirements for these vessels and have evaluated the situation where officers with Watchkeeping Mates' Certificates have difficulty acquiring sufficient "sea-time" to qualify for advancement of their tickets.

In view of the foregoing, as you have requested, we are prepared, effective the first of the month following signing of this letter, to recognize employees with Watchkeeping Mates' Certificates or who may in future obtain Watchkeeping Mates Certificates, who are otherwise qualified, as qualified to stand a bridge watch as 3rd Officer on the "Caribou" and "Smallwood". The crewing arrangement for these vessels would then be a Sr. Chief Officer, a 2nd Officer and 3rd Officer in winter, with a Chief Officer added during summer months. This will effectively rescind and supersede the Letter of Understanding of 12 July 1990.

In responding to your request, the Company will be abolishing a 2nd Officer on each of these vessels and rebulletining a 3rd Officer's position in substitution. It should be clearly understood that we are not prepared to extend any protection of rate or other similar benefits, other than normal seniority provisions of the collective agreement, to such officers who may be adversely affected.

Please confirm your agreement with the foregoing by signing and returning one copy of this letter to me.

Yours truly,

(original signed by
L. H. Wilson)

For: N. B. Price
Director Personnel &
Industrial Relations

I concur:

(original signed by)

G. T. Murray
Reg. Vice President
CBRT & GW

APPENDIX C: WATCH KEEPING MATES COURSE

Applicable to Deck Officers

Marine Atlantic
100 Cameron Street
Moncton, N.B.
E1C 5Y6

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, N.B.
E1C 6L9

14 August 1992
File: 8300-A

Dear Mr. Murray:

It is agreed that the practice concerning personnel who are enrolled in the Watchkeeping Mates' course will continue.

This practice is, that upon successful completion of the course, these employees may be staffed in as a deck officer on one of our vessels in a supernumerary capacity for a period of one week. The intent is to provide some practical exposure to watchkeeping duties prior to assuming a watch in a regular operation.

These employees will be placed on the seniority list as of the first day worked in the supernumerary capacity (3rd Officer's list in the Newfoundland, Yarmouth-Maine and Saint John-Digby and 2nd Officer list in the P.E.I. Service). It is understood that other deck officers who are laid off or protecting spare and relief will not be entitled to any claims as a result of the foregoing.

Please acknowledge your acceptance of the contents of this letter by signing and returning the attached copies to me.

Yours truly,
(original signed by)

ACKNOWLEDGED:
(original signed by)

N. B. Price
Director Personnel &
Industrial Relations

G. T. Murray
Vice-President
CBRT & GW

APPENDIX D: 3RD OFFICER ON GULF SERVICE

Applicable to Deck Officers

14 August 1992
File: 8300-A

Mr. G. T. Murray
Regional Vice President
CBRT & GW
Room 314
Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

Please refer to our recent discussions concerning the matter of 3rd Officers.

This will confirm, based on our present method of operations, that the Company does not plan to discontinue the utilization of the 3rd Officer classification on Gulf vessels on which they are presently employed while these vessels are in operation.

Yours truly,

(original signed by)

N. B. Price
Director Personnel & Industrial Relations

APPENDIX E: SECURITY - PROPERTY OWNERSHIP VERIFICATION

11 May 1992
File: 8300-A

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, N.B.
E1C 6L9

Dear Mr. Murray:

This has reference to our discussions during recent contract negotiations concerning the company's policy on Security - Property Ownership Verification.

This will confirm it is not the intention the policy will be applied in an unreasonable or arbitrary manner.

Yours truly,

(original signed by)

N. B. Price
Director Personnel & Industrial Relations

APPENDIX F: SUPERVISORS PERFORMING WORK

22 January 20096

Mr. G.T. Murray
National Representative
CAW, Room 314
Moncton Union Centre
96 Norwood Avenue
Moncton, N.B. E1C 6L9

Dear Mr. Murray:

During our recent negotiations your organization expressed concern about non-union supervisors or supervisors covered by another collective agreement with the Company performing work normally done by employees covered by the Wage Agreement.

This will confirm the opinion we expressed in that the main function of such supervisors should be to direct the work force and not engage, normally, in work currently or traditionally performed by employees in the bargaining unit.

It is understood, of course, there may be instances where supervisors will find it necessary to become so engaged for brief periods.

This matter will be brought to the attention of our operating officers.

Yours truly,

(original signed by)

N.B. Price
Director Industrial Relations
& Link Transition

APPENDIX G: CHARTERING OF VESSELS

January 24, 1996

Files: 8300-A; 8300-B

Mr. G.T. Murray
National Representative
CAW, Room 314
Moncton Union Centre
96 Norwood Avenue
Moncton, N.B. E1C 6L9

Dear Mr. Murray:

This will confirm our discussions during recent contract negotiations with respect to chartering vessels to outside interests.

As discussed, should future charter opportunities arise, the Company will communicate the details to the Union and provide opportunity for discussion, to the extent possible, prior to finalization of the charter agreement.

Yours truly,

(original signed by)

N.B. Price
Director Industrial Relations
& Link Transition

APPENDIX H: PRIVATIZATION AND COMMERCIALIZATION

24 June 1998

Mr. Garry Murray
National Representative
CAW Canada
Suite 1306, Cogswell Tower
2000 Barrington St.
Halifax, NS B3J 3K1

Dear Mr. Murray:

Re: Privatization and Commercialization

Further to our discussions during negotiations regarding your concern about the future of Marine Atlantic.

This will confirm that in the event that this service is taken over by another operator, the Company will treat it as a TOO change, and serve notice in accordance with Article 5.1 of the Income Security Agreement, except the four-month notice provision will not apply.

The Company agrees to meet with the Union to commence negotiations in accordance with Article 5.4 of the Income Security Agreement within thirty (30) days of the announcement of a change.

Yours truly,

(original signed by)

A. G. (Bud) Harbidge
Vice-President Operations
& Human Resources

APPENDIX I: EXTENDED HEALTH CARE BENEFITS FOR EMPLOYEES ON
SICK LEAVE

24 June 1998

Mr. Garry Murray
National Representative
CAW Canada
Suite 1306, Cogswell Tower
2000 Barrington Street
Halifax, NS B3J 3K1

Dear Mr. Murray:

Re: Extended Health Care Benefits for
Employees on Sick Leave

This will confirm our discussions during recent contract negotiations relative to the issue of extended health care benefits for employees on leave of absence due to illness.

For the term of the agreement, any employee who is absent from work due to illness for a period in excess of 6 months, may, commencing on the seventh month maintain their extended health care benefits at their own expense for a period of time ending on the earliest of the following dates:

- The termination of their disability
- Termination of employment
- Retirement

Yours truly,

(Original signed by:)

A. G. (Bud) Harbidge
Vice President Operations
& Human Resources

*Letter Revised to apply for term of agreement 1 January 2005 to 31 December 2007.
Rhona Green
Director of Human Resources
24 February 2006*

APPENDIX J: LONG TERM DISABILITY PLAN

As per agreement reached during Interest Arbitration March 2004

Re: Long Term Disability Plan

This has reference to our discussions during recent contract negotiations relative to a Long Term Disability Plan.

This will confirm that the Company is prepared to establish a Committee to look at the feasibility of the introduction of an LTD Program.

Members attending this committee will receive their normal rate of pay for that day.

Yours truly,

Rhona Green
Director of Human Resources

APPENDIX K: PENSION AND GROUP BENEFIT IMPROVEMENTS

Re: Pension and Group Benefit Improvements

Pension Improvements

(a) Change in Pension Formula:

Effective 1st September 2002, increase the pension formula from 1.3% to 1.5% of that part of the employees' average monthly pensionable earnings which does not exceed the employees' average monthly maximum pensionable earnings. Effective 1st January 2004 increase pension formula from 1.5% to 1.6%.

(b) Survivor Benefits:

For employees retiring on or after the 1st September 2002 the integration formula will revert to the prior approach of integration (prior to 1 January 1993).

(c) Early Retirement:

The Company will provide the option of an unreduced pension for officers with 35 years' pensionable service as follows:

During the four-month period from May 1, 2004 to August 31, 2004, officers with 35 years' of pensionable service and a minimum age of 50 years will be provided the option to retire without a reduction in pension as if they had retired at age 55 years.

Group Benefits:

Basic Life Insurance:

Effective on 1 May 2004, the basic life and accidental death insurance will be increased from \$40,000 to \$46,000 for officers who have compensated service with the Company on, or subsequent to the effective date, if otherwise qualified under the provision of the Plan.

Effective the first day of the month following the date the arbitrator's award is received by the parties, the basic life and accidental death insurance will be increased from \$46,000 to \$75,000 for officers who have compensated service with the Company on, or subsequent to the effective date, if otherwise qualified under the provisions of the Plan.

Vision Care:

For all Officers, effective on 1 January 2003, for treatment on or after that date, the maximum benefit reimbursement increases to \$200 in any two calendar years (1 calendar year if under age 21).

Effective 1 January 2004 increase to \$225 in any two calendar years (1 calendar year if under age 21).

This Vision Care benefit may be applied to regular contact lenses or to Laser surgery.

For all Officers, effective on the first day of the month following the date of the arbitrator's award is received by the parties, for treatment on or after that date, the maximum benefit reimbursement will be increased from \$250 to **\$300** in any two calendar years (1 calendar year if under age 21). This Vision Care benefit may be applied to regular contact lenses or to Laser surgery.

Note: Improvements to pensions and group benefits do not apply to employees terminated, on bridge, deferred pensions or severance except as provided in Arbitrator Outhouse's decision on 21 April 2004.

Signed this ____ day of ____ 2015

For Marine Atlantic Inc.

Denise Forgeron
Manager Labour Relations

APPENDIX L: HOURS OF SERVICE

16 August 2005

Mario Elrick
Vice President, Maritime
17 Front Street North
Thorold ON L2V 1X3

Dear Mr. Elrick:

RE: Hours of Service

This will confirm our discussions during recent contract negotiations in reference to Article 19, Hours of Service of Agreement A.

During the term of this agreement, should Marine Atlantic Inc. decide to alter the watch system from a two-watch system or a three-watch system as provided in Article 19.1(c), the company agrees to meet with the Union to communicate its intention and provide the opportunity for discussion prior to the change being implemented.

Yours truly,

Rhona E. Green
Director Human Resources

APPENDIX M: CHALLENGES FOR THE MARINE INDUSTRY

Re: Challenges for the Marine Industry

This has reference to our discussions during recent contract negotiations relative to the global worldwide issue of shortages in licensed officers.

This will confirm that Marine Atlantic and the Union will establish a Committee to review possibilities and alternatives to work in collaboration in addressing the challenges that are anticipated in future years to ensure that an appropriate qualified level of officers is available to meet the fleet's staffing requirements and deliver the service.

Signed this 10th day of December 2009

For the Company:

(Original Signed by)
Capt. Peter Adams
Director of Fleet Operations

(Original Signed by)
Denise Forgeron
Industrial Relations Manager

For the CMSG:

(Original Signed by)
Mario Elrick
CMSG Labour Relations Officer

(Original Signed by)
Tom Marsh
Engineering Officer

(Original Signed by)
Ron Badcock
Engineering Officer

(Original Signed by)
Kaelan Keys
CMSG Labour Relations Officer

(Original Signed by)
Charlie Pike
Deck Officer

(Original Signed by)
Danny Keagan
Electrical Officer

Previous Appendix Q dated 30 August 2005 – Engineering Officers Classifications and Titles deleted

APPENDIX N: RETROACTIVITY CLARIFICATION

Employees who are in the service on the first day of the month following the date the **arbitrator's award is received by the parties**, shall be entitled to any amount of compensation that may be due them for time worked subsequent to that date, retroactive to 1 January **2014**.

Employees who were in the service on 1 January **2014** and subsequently terminated prior to the first day of the month following the date the arbitrator's award is received by the parties shall be entitled to any amount of compensation that may be due them for time worked during that period. For this group any retroactive adjustment will not result in a recalculation or adjustment to vacation payout, or pension payments.

Except as otherwise indicated herein the terms of the arbitrator's award shall be effective on the first of the month following the date the arbitrator's award is received by the parties.

Signed this ____ day of ____ 2015

For Marine Atlantic Inc.

Denise Forgeron
Manager Labour Relations

APPENDIX O: HEALTH AND WELFARE – IMPROVEMENTS

Weekly Indemnity Benefits – Increase effective 1 May 2006 the weekly indemnity benefit will be increased from the present 41 week benefit to 52 weeks. *For clarification the additional 11 weeks will be added to the ‘back end’ of the benefit.*

Signed this 20th day of February 2006

For Marine Atlantic Inc.

Rhona E. Green
Director of Human Resources

Amended as follows:

Effective 1 September 2010, the weekly indemnity cap will be increased from \$520 to \$590 weekly. Officers who are protecting spare and not holding bulletined assignment will only be subject to the \$590 weekly cap if the preponderance of their time worked for the six months prior to their date of application is in a classification(s) covered by Agreement A.

For claims resulting from illnesses commencing on or after **September 1, 2015**, the weekly indemnity cap will be increased from \$640 **to \$800** weekly. Officers who are protecting spare and not holding bulletined assignment will only be subject to the **\$800** weekly cap if the preponderance of their time worked for the six months prior to their date of application is in a classification(s) covered by Agreement A.

Signed this ____ day of ____ 2015

For Marine Atlantic Inc.

Denise Forgeron
Manager Labour Relations

APPENDIX P: ADDITIONAL CLASSIFICATIONS

When a new classification(s) is proposed within the Collective Agreement, the Company shall supply a job description to the National Union representative and both parties shall meet and negotiate the requirements in regards to the provisions of Article 10 and Article 26 and any other applicable articles within 30 days of presenting of the job descriptions.

Signed this 19th day of March 2009

For the Company:

(Absent for Sign off)
Gary Latimer
Technical Manager

(Original Signed by)
Denise Forgeron
Industrial Relations Manager

(Absent for Sign off)
Carl Martin
Corporate Accountant

(Absent for Sign off)
Ron Tozer
Industrial Relations Advisor

For the CMSG:

(Original Signed by)
Tom Marsh
Engineering Officer

(Original Signed by)
Mario Elrick
CMSG Labour Relations Officer

(Original Signed by)
Allan Keeping
Deck Officer

APPENDIX Q: LABOUR MANAGEMENT COMMITTEE

16 March 2011

Mario Elrick
CMSG Labour Relations Officer

Dear Mr. Elrick

RE: Labour Management Committee (LMC)

This will confirm our discussions during recent contract negotiations with respect to the shared objective of engaging and improving communication between management and union.

The parties acknowledge the role of the Labour Management Committee to achieve this objective and foster an improved working relationship.

Sincerely,

Capt. Peter Adams
Director of Fleet Operations

INCOME SECURITY AGREEMENT

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DEFINITIONS

For the purposes of this Agreement the following terms will be defined as follows:

ELIGIBLE EMPLOYEE - an employee of the Company represented by one of the Organizations signatory hereto who is eligible for benefits pursuant to the eligibility requirements of Articles 2 or 4.

BASIC WEEKLY RATE - the Basic Weekly Rate of pay applicable to the position held at the time of change. (Hourly rated employees, 40 x the basic hourly rate; seasonal and spare employees, 80 percent of average weekly earnings over the eight weeks preceding layoff.)

ELIGIBILITY TERRITORIES - those territories as described in Appendix "A".

CUMULATIVE COMPENSATED SERVICE -

- (i) one month of Cumulative Compensated Service which will consist of 21 days or major portion thereof.
- (ii) Twelve months of Cumulative Compensated Service shall constitute one year of Cumulative Compensated Service calculated from the last date of entry into the Company's service as a new employee. For partial year credit, six or more months of Cumulative Compensated Service shall be considered as the major portion thereof and shall be counted as a year of credit towards computation of severance or layoff benefits. Service of less than six months of Cumulative Compensated Service shall not be included in the computation.
- (iii) For an employee who renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized maternity leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year, shall be included in the computation of Cumulative Compensated Service.

ARTICLE 1 GENERAL

- 1.1 The purpose of this Income Security Agreement is to provide the benefits provided herein in order to assist employees who are laid off or are affected by a technological, operational or organizational change.
- 1.2 Except as otherwise provided in this Agreement, should any dispute arise respecting the meaning, interpretation, application, administration or alleged violation of this Agreement, such dispute shall be progressed in accordance with the provisions of the applicable collective agreement commencing at the final step of the grievance procedure.
- 1.3 The parties agree that it is their intent that Supplemental Unemployment Benefits be paid only for temporary periods (the specific duration being set out in the provisions of this Agreement). Employees in receipt of SUB continue their employment relationship with the Company, retain their seniority rights, and are required to accept temporary or permanent assignments as provided in this Agreement or become disentitled to such benefits. Article 5 notices reflect permanent changes. Lay-offs therefore are indefinite; however, they may be temporary since employees retain their seniority and are subject to recall to work in accordance with the provisions of their collective agreement.
- 1.4 Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- 1.5 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

ARTICLE 2 WEEKLY LAYOFF BENEFITS AND SEVERANCE PAYMENTS

Benefit Accumulation - Layoff Payments

- 2.1 (a) For each year of Cumulative Compensated Service (or major portion thereof) an employee will be allowed a gross layoff benefit credit of five weeks for each such year.

Note: In arriving at net layoff benefits available for an employee, any previous layoff payments made under the provisions of previous Agreements of similar purpose and Article 2 of this Agreement must be taken into account on a "weeks of benefits paid" basis. For example, if an employee with 10 years cumulative compensated service was laid off under the provisions of this Agreement, he would be treated as follows

Gross weeks of layoff benefits

entitlement - 10 (yrs) x 5 (weeks)	<u>50 weeks</u>
Less weeks of layoff benefits paid under the provisions of previous Agreements and Article 2 of this Agreement	<u>10 weeks</u>
Net Layoff Benefit available	<u>40 weeks</u>

(b) Except as provided in Article 2.3 of this Agreement, an eligible employee who is laid off, and whose layoff benefit credit is reduced due to weekly layoff benefit payment being made during the period of layoff in accordance with Article 2 of this Agreement, will, on recall, accumulate layoff benefit credits in accordance with the above provisions.

2.2 The above layoff benefit will apply until such time as the employee has completed twenty (20) years of Cumulative Compensated Service, when the following maximum layoff benefit will apply:

<u>Yrs. of Cumulative Compensated Service</u>	<u>Maximum Period for Which Weekly Benefits are Payable For Each Period of Layoff</u>
20 years or more but less than 24 years	3 years
24 years or more but less than 28 years	4 years
28 years or more	5 years

2.3 An employee who at the beginning of the calendar year has completed 11 years of Cumulative Compensated Service and subsequently receives weekly benefits due to layoff in accordance with the provisions of Article 2 of this Agreement shall, upon return to service after termination of layoff, be credited with the accumulated layoff benefit weeks he had to his credit at the time of layoff.

2.4 (i) An employee who is not disqualified under Clause (iv) hereof, shall be eligible for a benefit payment in respect of each full week of seven consecutive calendar days of layoff (herein called "a claim week") or to a severance payment provided he meets all of the following requirements:

- (a) He has two years or more of continuous employment relationship at the beginning of the calendar year in which the period of continuous layoff in which the claim week occurs began (calendar year shall be deemed to run from January 1st to December 31st);
 - (b) For weekly layoff benefit payment a continuous waiting period of seven days in the period of layoff has expired. Each period of layoff will require a new seven-day waiting period in order to establish eligibility for weekly layoff benefits, except that once an employee has been on layoff for more than seven days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for weekly layoff benefits upon layoff within such ninety days. An employee may claim weekly layoff benefits under this paragraph pending expiration of the 30-day waiting period provided in paragraph (c) in respect of severance payment;
 - (c) For severance payment, a continuous waiting period of thirty calendar days in the period of layoff has expired except that if an employee, during such waiting period, is recalled to work for a total of less than five working days this said 30-day waiting period will not be interrupted as a consequence thereof. Each period of layoff will require a new 30-day waiting period in order to establish eligibility for a severance payment except that once an employee has been on layoff for more than thirty calendar days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for a severance payment upon layoff within such ninety days;
 - (d) He has made application for benefits in the prescribed form;
 - (e) He has exercised full seniority rights on his Eligibility Territory, except as otherwise expressly provided in Clause (iv), paragraphs (b) and (c) of this Article 2.4.
 - (f) He must apply for and must be in receipt of unemployment insurance benefits to receive Supplemental Unemployment Benefits under this Agreement.
- (ii) Notwithstanding any other provision in this Agreement, if upon the effective date of resignation from the Company's service an employee is eligible for an early retirement pension, he will not be eligible for a severance payment.

- (iii) An employee who, on being laid off, does not qualify under paragraph (a) of Article 2.4(i) shall, if still laid off in the next calendar year, qualify under said paragraph (a) if at the beginning of said next calendar year he has two years of continuous employment relationship. The seven-day waiting period and the thirty-day waiting period provided for in paragraph (b) and paragraph (c), respectively, of Article 2.4(i) shall commence from the 1st day of January of that year.
- (iv) Notwithstanding anything to the contrary in this Article, an employee shall not be regarded as laid off:
 - (a) during any day or period in which his employment is interrupted by leave of absence for any reason, sickness, injury, disciplinary action (including time held out of service pending investigation) failure to exercise seniority (except as otherwise expressly provided for in Clause (iv)(b) of this Article 2.4), retirement, Act of God, including but not limited to fire, flood, tempest or earthquake or a reduction or cessation of work due to strikes by employees of the Company;
 - (b) during any interval between the time that he is recalled to the service of the Company after a period of layoff, and the time at which he actually resumes work during any waiting period provided for in the relevant collective agreement; except that an employee who does not, as a consequence of the foregoing, return to service on the day work is available shall be governed by the provisions of Article 2.6 of this Agreement, on the same basis as if he had returned to work on the date such work became available;
 - (c) if he declines, for any reason, other than as expressly provided for in Clause (iv)(b) of this Article 2.4, recall to work on his Eligibility Territory in accordance with the seniority provisions of the relevant collective agreement;
 - (d) in respect of any period in which he is receiving other payments of any kind or nature directly from the Company, except as otherwise expressly provided in Article 2.6;
 - (e) during any recognized period of seasonal layoff as defined in Article 7;
 - (f) after his dismissal from the service of the Company.

Claims Procedure

2.5 An Eligible Employee, as defined in Article 2.4 may, at the expiration of the seven-day waiting period specified in paragraph (b) of Clause (i) of said Article 2.4, make application to a designated officer for a weekly layoff benefit as follows:

- (a) Employees with TWO or more years of continuous employment relationship and LESS THAN TWENTY YEARS' Cumulative Compensated Service:
 - (i) A weekly layoff benefit for each complete week of seven calendar days laid off following the seven-day waiting period referred to in Article 2.4 of an amount that, when added to unemployment insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week, will result in the employee receiving 80 per cent of his basic weekly rate at time of layoff.
 - (ii) During any week following the seven-day waiting period referred to in Article 2.4 that an eligible employee is not eligible for unemployment insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for unemployment insurance benefits, or account unemployment insurance waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of the maximum unemployment insurance weekly benefit currently in force or such lesser amount that when added to the employee's outside earnings for such week will result in the employee receiving 80 per cent of his basic weekly rate at time of layoff.
 - (iii) Weekly layoff benefits provided for under Article 2.5 shall cease when an Eligible Employee has exhausted the benefit accumulation as specified in Article 2.1.
- (b) Employees with TWENTY OR MORE YEARS of Cumulative Compensated Service:
 - (i) A weekly layoff benefit for each complete week of seven calendar days laid off following the seven-day waiting period referred to in Article 2.4 of an amount that, when

added to unemployment insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week, will result in the employee receiving 80 per cent of his basic weekly rate at time of layoff.

- (ii) During any week following the seven-day waiting period referred to in Article 2.4 that an eligible employee is not eligible for unemployment insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for unemployment insurance benefits, or account unemployment insurance waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of an amount that when added to outside earnings will result in the employee receiving 80 per cent of his basic weekly rate at time of layoff.

- (c) It shall be the responsibility of the employee to report for each week for which he is claiming a weekly layoff benefit under this Agreement any amounts received from **Human Resources Development Canada** in respect of such week, as well as any wages earned during such week while employed outside the Company. In the event an employee does not report all such outside earnings for any particular week, this will be interpreted as notice from him that his outside earnings for such week are the same as those for the previous week.

2.6 No weekly layoff benefit will be made for parts of a claim week as defined in Clause (i) of Article 2.4 except that:

- (a) Recall not covered by Article 2.6 (b) below

An employee who has qualified for weekly layoff benefits in accordance with Clause (i) of Article 2.4 and who returns to work for part of the last claim week and thereby receives earnings from the Company in that last claim week may make application for a partial weekly layoff benefit which, when added to the earnings received in that week and to unemployment insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week will result in the employee receiving 80 per cent of his basic weekly rate at time of layoff.

- (b) Temporary recall for less than five working days

An employee who has qualified for weekly layoff benefits in accordance with Clause (i) of Article 2.4 will not have his weekly benefit payment reduced for any claim week during which he returned to the service temporarily for less than five working days.

Example of Payment for Part Week on Recall

2.7 Assume that an employee with a rate of \$12.50 per hour (\$100.00 per day, \$500.00 per week) is laid off Friday, February 8, 1985 (last day worked February 7th) and recalled to work Wednesday, March 17th, 1985. This is 41 days, or 5 weeks and 6 days.

For the purpose of this illustration the employee's Income Security claim week is Friday to Thursday, and the unemployment insurance claim week is Sunday to Saturday.

In these circumstances the employee's benefit entitlement would be as follows:

I.S. Claim Week 1 -

Nil (waiting period)

I.S. Claim Week 2 -

(i) employee with less than 20 years of service

- unemployment insurance maximum - \$276 (from I.S.)

(ii) employee with 20 or more years of service

- 80% of basic weekly rate at the time of layoff
 (80% x \$500) - \$400 (from I.S.)

I.S. Claim Week 3, 4 & 5 -

80% of basic weekly rate at the time of layoff:
 (80% x \$500) - \$400 (\$276 unemployment insurance and \$124 from I.S.)

Last I.S. Claim Week

(March 8 - March 14, 1985, inclusive)

For unemployment insurance purposes, employee works 2 days, (March 14 and 15 - both of which days fall in one unemployment insurance claim week) - earnings - \$200.00

- Deduct unemployment insurance allowable earnings (25% of employee's unemployment insurance entitlement of \$276)	-	<u>\$ 69.00</u>
- Net earnings for unemployment insurance purposes	-	\$131.00
- Unemployment insurance entitlement during last I.S. Claim Week (\$276 - \$131)	-	\$145.00
In order to make up the 80% of his Basic Weekly Rate during the last Income Security Claim Week - i.e., \$400, the employee would receive:		
- One days' wages for Thursday, March 14, the last day of the I.S. Claim Week	-	\$100.00
- Unemployment Insurance entitlement	-	\$145.00
From Income Security		<u>\$155.00</u>
Total		<u>\$400.00</u>

Benefit Accumulation - Severance Payment

2.8 (a) For each year of Cumulative Compensated Service or major portion thereof, an employee will be allowed credit weeks as follows:

Employees with less than five years	one week's basic weekly pay for each year of Cumulative Compensated Service.
Employees with five or more years	two weeks' basic weekly pay for all years of Cumulative Compensated Service.

- (b) (i) An employee choosing to sever within the first week following lay-off would be entitled to the full severance as provided by the above severance formula.
 - (ii) An employee choosing to sever between the eighth day and the thirtieth day following lay-off would be entitled to 80% of the above determined severance if such employee has less than eight years of service, or 95% if such employee has eight or more years of service.
 - (iii) An employee choosing to sever in the second or any subsequent month following lay-off will have his/her severance entitlement further reduced for each additional month by 15% if such employee has less than eight years of service, or 3% if such employee has eight or more years of service.
- (c) An employee eligible for a severance payment who resigns and who at a later date will become eligible for an early retirement pension under the Company pension rules shall be entitled to receive the lesser of:
- (i) his severance payment entitlement under this Agreement; or
 - (ii) a lump sum amount equal to the basic pay he would have earned had he worked until eligible for an early retirement pension. The basic pay is to be calculated at the employee's Basic Weekly Rate in effect at the time of his resignation.
- (d) An Eligible Employee may, upon submission of formal resignation from the Company's service, claim a severance payment as set forth above but such severance payment shall not in any event exceed the value of one and one-half years' salary at the Basic Weekly Rate of the position held at the time he was laid off. Such severance payment may be claimed by an Eligible Employee at any time during his period of layoff following the thirty-day waiting period provided that he has not been eligible for work or has not been recalled to service prior to the time such claim is made.

Special Provisions for Employees with 20 Years or More of Cumulative Compensated Service

- 2.9 (i) An employee with 20 years of Cumulative Compensated Service who, in any calendar year, is laid off and unable to hold work on his Eligibility Territory shall, upon return to work, count the period of layoff, up to a maximum of 100 days in any such calendar year from 1976 on, towards the qualifying period for vacation in the ensuing years; such period of layoff

in one year shall, upon return to work, also count as service for determining the vacation entitlement in the following year. Layoff days credited for vacation purposes shall not be used in any other manner to obtain additional credit.

- (ii) An employee with 20 years of Cumulative Compensated Service who is laid off and unable to hold work on his Eligibility Territory will have his group life insurance continued during the period for which the employee is in receipt of weekly layoff benefits.
- (iii) An employee with 20 years of Cumulative Compensated Service who is laid off and unable to work on his Eligibility Territory, in a province where Medicare premiums are required, the Company will pay the Medicare premiums but up to the amount of the maximum Medicare allowance provided under the existing collective agreements, up to a maximum period of two years from date of layoff.

2.10 Any agreement reached between the parties will not be valid in respect of benefits under this Agreement unless approved by the **Human Resources Development Canada** on the basis that no deductions will be made from the Government unemployment insurance payments by reason of supplemental unemployment benefits. Notwithstanding anything contained in this Agreement, no Eligible Employee will receive for any week a layoff payment under this Agreement in excess of that which can be allowed the employee without any reduction in his unemployment insurance payment.

2.11 An employee who is on layoff on the effective date of this Agreement and not receiving weekly layoff benefits but who now qualifies for benefit payments in accordance with the terms of this Agreement shall be entitled to claim weekly layoff benefit payments for the period of layoff subsequent to the date such claim is received by the designated Company officer providing such claim is submitted within sixty calendar days of the effective date of this Agreement. The period of continuous layoff immediately prior to the date claim is received by the designated Company officer shall be applied to the waiting period defined in Article 2.4 (i)(b). Such employee who fails to file a claim within sixty calendar days of the effective date of this Agreement will forfeit his right to any benefit payments unless subsequently returned to work and again laid off.

2.12 Effective 1 September 1996, employees who are in receipt of Weekly Layoff Benefits will have their Extended Health Care Benefits and Life

Insurance continued during periods of lay off while in receipt of Weekly Layoff Benefits.

ARTICLE 3 TRAINING OF EMPLOYEES

3.1 An employee who has two or more years of Cumulative Compensated Service and:

- (a) has been laid off or who has been advised that he may be laid off and who is, or will be, unable to hold other work in the Company because of lack of qualifications, or,
- (b) will be adversely affected by a notice served pursuant to Article 5 of this Agreement requiring an employee to relocate or suffer a substantial reduction in his rate of pay, will be considered for training for another position within or without his seniority group, providing he has the suitability and adaptability to perform the duties of that position and provided he has indicated a willingness to work in the job for which he may be trained whenever vacancies exist.

3.2 At the option of the Company such training may be:

- (a) at training classes conducted by qualified Company personnel;
- (b) at classes conducted by an approved training agency.

The type of training for which an employee may apply must:

- (i) qualify the employee for a recognized Company position;
- (ii) offer a likelihood of employment in the Company on completion of the training period in a position for which the employee has been qualified; or
- (iii) in the case of employees with 20 or more years of cumulative compensated service, include the possibility of qualifying the employee for employment within or without the Company.

3.3 An employee will receive 80 per cent of the Basic Weekly Rate of his last job classification during his period of training. In addition, he will be provided for the training period with books, equipment, tools and allowed other necessary supplementary expenses associated with the training program.

- 3.4 Should the employee be recalled from layoff before the scheduled completion of training, the employee will be allowed to complete the program without forfeiture of pay or seniority rights.
- 3.5 Notwithstanding any agreement to the contrary, the Company may require an employee who has completed a training program to take a position for which he has been trained.
- 3.6 In addition the Company, where necessary and after discussion with any Union signatory to this Agreement, will provide classes (after work or as arranged) to prepare present Company employees for upgrading, adaptation to technological change and anticipated new types of employment in the Company. The cost of such retraining will be borne by the Company.
- 3.7 Upon request, the subject of training of an employee or groups of employees under any of the above provisions shall be discussed by the appropriate officers of the Union and the Company either prior to or at the time of layoff or at the time of the serving of the notice pursuant to Article 5 or as retraining under Article 3.6 is considered. Any unresolved differences between the parties concerning the usefulness of training for future Company service, the necessity for retraining, or the suitability and adaptability of an employee for training, may be progressed to arbitration in accordance with the provisions of the appropriate collective agreement.

ARTICLE 4 RELOCATION EXPENSES

Eligibility

- 4.1 To be eligible for relocation expenses an employee:
 - (a) must have been laid off or displaced, under conditions where such layoff or displacement is likely to be of a permanent nature, with the result that no work is available at his home location and, in order to hold other work in the Company, such employee is required to relocate; or
 - (b) must be engaged in work which has been transferred to a new location and the employee moves at the instance of the Company; or
 - (c) must be affected by a notice which has been issued under Article 5 of this Agreement and he chooses to relocate as a result of receiving an appointment on a bulletined permanent vacancy which at the time is not subject to notice of

abolishment under Article 5 of this Agreement and such relocation takes place in advance of the date of the change, provided this will not result in additional moves being made.

- 4.2 In addition to fulfilling at least one of the conditions set forth above, the employee:
- (a) must have two year's cumulative compensated service; and
 - (b) must be a householder, i.e., one who owns or occupies unfurnished living accommodation. This requirement does not apply to Articles 4.5, 4.6, 4.7 and 4.10; and
 - (c) must establish that it is impractical for him to commute daily to the new location by means other than privately-owned automobile.

Relocation Benefits

- 4.3 Payment of door-to-door moving expenses for the eligible employee's household goods and his automobile including packing and unpacking, insurance and up to one month's storage; the mode of transportation to be determined by the Company.
- 4.4 An allowance of up to \$750 for incidental expenses actually incurred as a result of relocation.
- 4.5 Reasonable transportation expenses from his former location to his new location by rail, or if authorized, by bus or employee-owned automobile, and up to \$185 for an employee without dependents, and that an additional amount of \$75 will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail and bus transportation.
- 4.6 Upon authorization, an employee may drive his automobile to his new location at an allowance per mile (or kilometer) as specified in the Collective Agreement.
- 4.7 In order to seek accommodation in his new location and/or to move to his new location, an employee will be allowed a continuous period of leave up to one week (seven consecutive calendar days). Payment for such leave shall not exceed one week's pay at his Basic Weekly Rate.
- 4.8 (a) Reimbursement for full loss sustained on the sale of a relocating employee's private home (or for a home for which

he has contracted to purchase prior to the date of notice provided pursuant to Article 5 of this Agreement) which the employee occupied as a year- round residence. Loss sustained is determined as the difference between the value determined at the outset plus any real estate agent and legal fees, including those legal fees and, if applicable, the land transfer tax established by the city or municipality on purchase of a home at the new location, and the amount established as the selling price in the deed of sale.

- (b) The procedure to be followed in respect of determining the loss, if any, on the sale of a home is described in Article 4.12.
- (c) An Eligible Employee who desires to sell his house and receive any benefit to which he may be entitled under Article 4.8 must advise the Company's officer concerned accordingly within twelve months of the date the initial change takes place. No employee shall be entitled to any claim under Article 4.8 if the house is not listed for sale within sixty days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under Article 4.8 must be made within twelve months of the final determination of value.
- (d) If an employee who is required to relocate to hold employment does not wish to move one's household to the new work location, the employee may, at the time of the change, opt for a lump sum payment. Such lump sum payment shall be mutually agreed upon by the parties and will be no less than the value of all contractual relocation benefits other than those provided for in Articles 4.8, 4.10 and 4.11. The lump sum payment shall be paid to the employee, so long as the employee remains at the new location, in equal quarterly instalments over the 12-month period following the lump sum payment being agreed upon. If the employee returns to the former location during such 12-month period and remains, payment(s) shall be discontinued.

4.9 Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$5,280. Receipts shall be required.

- 4.10 If an employee who is eligible for moving expenses does not wish to move his household to his new location he may opt for a monthly allowance of \$155 which will be payable for a maximum of twelve months from the date of transfer to his new location. Should an employee elect to transfer to other locations during such twelve-month period following the date of transfer, he shall continue to receive the monthly allowance referred to above, but subject to the aforesaid 12-month limitation.

An employee who elects to move his household effects to a new location during the twelve-month period following the date of his initial transfer will only be eligible for relocation expenses under this Article for one such move and payment of the monthly allowance referred to above shall terminate as of the date of his relocation.

- 4.11 (a) Alternatively to Article 4.8, the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three months' rent where the relocating employee was renting a dwelling, will be paid. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Company's approval to pay in excess of three months' rent.
- (b) Where a lease was entered into following the notice of the change without prior approval of the Company, no benefit will be provided. Such prior approval will not be unreasonably withheld.

Appraisal Procedure

- 4.12 When an Eligible Employee desires to sell his home, under the provisions of Article 4.8(b), the following procedure will apply:
- (a) In advising the company officer concerned of his desire to sell his house, the employee shall include pertinent particulars as outlined in Article 4.12(i), including his opinion as to the fair market value of his house.
- (b) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.
- (c) Within 15 working days from date of receipt of employee's advice of his desire to make a claim, the Company officer shall

advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by Article 4.8(a) of this Agreement.

- (d) If, however, the officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the officer and employee concerned and the appropriate Union representative if so desired by the employee; such joint conference to be held within 5 working days from date of advice to employee concerned as referred to in Article 4.12(c).
- (e) If such joint conference does not resolve the matter, then within 5 days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of this Agreement, and such price shall be binding on both parties.
- (f) The employee and Company officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in Article 4.12(e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.
- (g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Article, nor with such appraiser's employee, fellow employee or partner.
- (h) The fees and expenses of any appraiser appointed in accordance with Article 4.12(e) or (f) shall be paid by the Company.

Note:

In the event an employee desires to sell his home at a price which is less than the fair market value as determined by the provisions of this Article, the Company will be given the right in priority to everyone else to purchase the home.

(i) PARTICULARS OF HOUSE TO BE SOLD

Name of Owner

Address.....

No. Street City-Town

Type of House, i.e. Cottage
Bungalow
Split Level

Year Built.....No of Rooms.....Bathrooms.....

Type of Construction
(i.e. brick veneer
stucco clapboard).....

Finished Basement: Yes.....No.....

Type of Heating
(i.e. oil, coal,
gas, electricity).....

Garage: Yes.....No.....

Size of Lot:.....

Fair Market Value: \$.....

Other Comments.....

.....

Date:.....

Signature:.....

ARTICLE 5 TECHNOLOGICAL, OPERATIONAL AND ORGANIZATIONAL
CHANGES

- 5.1 The Company will not put into effect any technological, operational or organizational change of a permanent nature which will have adverse effects on employees without giving as much advance notice as possible to the bargaining agent representing such employees. In any event, not less than four months' notice shall be given, with a full description thereof and with appropriate details as to the consequent changes in working conditions and the expected number of employees who would be adversely affected.
- 5.2 When a notice is issued under Article 5.1 and it becomes known to the Company that the change will be delayed for reasons over which the Company has no control, advice will be issued to the bargaining agent, and employees involved explaining the situation and revising the implementation dates. If necessary, more than one such advice may be issued.
- 5.3 When the implementation of a technological, operational or organizational change is delayed or is to be delayed at the instance of the Company in excess of thirty calendar days, a new notice as per Article 5.1 shall be given.
- 5.4 Upon request the parties shall negotiate on items, other than those specifically dealt with in this Agreement with a view to further minimizing the adverse effects on employees. Such measures, for example, may be related to exercise of seniority rights, or such other matters as may be appropriate in the circumstances, but shall not include any item already provided for in this Agreement.
- 5.5 If the above negotiations do not result in mutual agreement within thirty calendar days of the commencement of such negotiations, or such other period of time as may be agreed upon by the parties, the matters in dispute may be referred for mediation to a Board of Review composed of an equal number of senior officers of the Company and the Union.
- 5.6 If the Board of Review is unable to resolve the differences within a fixed period of time to be determined at the commencement of its meetings, or some mutually agreed extension thereof, the matters in dispute may be referred for final and binding settlement to an arbitrator selected by the parties or, failing that, appointed by the Minister of Labour. The matters to be decided by the arbitrator shall not include any question as to the right of the Company to make the change, which right the Union

acknowledges, and shall be confined to items not otherwise dealt with in this Agreement.

- 5.7 The terms operational and organizational change shall not include normal reassignment of duties arising out of the nature of the work in which the employees are engaged nor to changes brought about by fluctuation of traffic or normal seasonal staff adjustments.
- 5.8 In addition to all other benefits contained in this Agreement which are applicable to all eligible employees, the additional benefits specified in Articles 5.9 and 5.10 are available to employees who are materially and adversely affected by technological, operational or organizational changes instituted by the Company.

Maintenance of Basic Rates

- 5.9 An employee whose rate of pay is reduced by \$2.00 or more per week, by reason of being displaced due to a technological, operational or organizational change will continue to be paid at the basic weekly or hourly rate applicable to the position permanently held at the time of the change providing that, in the exercise of seniority, he:
- (a) first accepts the highest-rated position at his location to which his seniority and qualifications entitle him; or
 - (b) if no position is available at his location, he accepts the highest rated position on his basic seniority territory to which his seniority and qualifications entitle him.

The maintenance of basic rates, and four-week guarantees if applicable, will continue until:

- (i) The dollar value of the incumbency above the prevailing job rate has been maintained for a period of five years, and thereafter until subsequent general wage increases applied on the basic rate of the position he is holding erase the incumbency differential; or
- (ii) the employee fails to apply for a position, the basic rate of which is higher, by an amount of \$2.00 per week or more than the basic rate of the position which he is presently holding and for which he is qualified at the location where he is employed; or

- (iii) the employee's services are terminated by discharge, resignation, death or retirement.

In the application of (ii) above, an employee who fails to apply for a higher-rated position, for which he is qualified, will be considered as occupying such position and his incumbency shall be reduced correspondingly. In the case of a temporary vacancy, his incumbency will be reduced only for the duration of that temporary vacancy.

An example of the application of Article 5.9(b)(i) follows:

Date	Incumbency	
	Basic Rate	Level
October 1, 1984	\$400.00	\$450.00
January 1, 1985 (4% inc.)	\$416.00	\$466.00
January 1, 1986 (4% inc.)	\$432.64	\$482.64
January 1, 1987 (4% inc.)	\$449.95	\$499.95
January 1, 1988 (4% inc.)	\$467.95	\$517.95
January 1, 1989 (4% inc.)	\$486.67	\$536.67
January 1, 1990 (4% inc.)	\$506.14	\$536.67
January 1, 1991 (4% inc.)	\$526.39	\$536.67
January 1, 1992 (4% inc.)	\$547.45 incumbency disappears	

For the purpose of this Article 5.9, the basic rate of a position paid on a four- week guarantee basis shall be converted to a basic rate on a forty-hour week basis.

Example - Four-Week Guarantee

The basic rate of an employee who is guaranteed 179.3 hours for each four-week period, comprised of 160 straight time hours and 19.3 hours at time and one-half which is the equivalent of 189 straight time hours, is \$10.00 per hour at the straight time rate. Inasmuch as his guarantee represents \$1,890.00 per four-week period, his Basic Weekly Rate shall be considered as \$472.50 and his basic hourly rate shall be considered as \$11.81.

Early Retirement Allowance

5.10 An employee who is working in a group, at a location, which is being adversely affected by a technological, operational or organizational change will, provided he is 55 years of age or older and the total of his age and allowable pensionable service equals 85 or more and elects to receive an early retirement pension, be entitled to receive a monthly

separation allowance until the age of 65 which, when added to his company pension, will give him an amount equal to a percentage of his average annual earnings over his best five-year period, as defined under the Company's pension rules, in accordance with the following formula provided this would prevent another employee in his group at that location with two or more years of service from being laid off:

Years of Service at Time Employee Elects <u>Retirement</u>	Percentage Amount <u>As Defined Above</u>
35 & over	80
34	78
33	76
32	74
31	72
30	70
29	68
28	66
27	64
26	62
25 or less	60

An employee entitled to the separation allowance herein above set out may elect to receive in its stead a lump sum payment equal to the present value of his monthly separation payments calculated on the basis of a discount rate of ten (10) percent per annum.

An employee who elects benefits under Article 5.10 will not be entitled to any other benefits provided elsewhere in this Agreement.

The early retirement allowance will cease upon the death of the employee.

- 5.11 In the application of Article 5.10 above, separation allowance will be calculated as if the employee had been a contributor to the Company's Pension Plan throughout the employees career.

ARTICLE 6 GOVERNMENT ASSISTANCE PROGRAMS

- 6.1 All payments under this Agreement are to be reduced in whole or in part in each case by any amount payable for the same purpose under a Government Assistance Program.

ARTICLE 7 SEASONAL EMPLOYEES

- 7.1 Seasonal employees are defined as those who are employed regularly by the Company but who normally only work for the Company during certain seasons of the year. Articles 2 and 5 of this Agreement shall apply to these employees except that payment may not be claimed by any seasonal employee during or in respect of any period or part of a period of layoff falling within the recognized seasonal layoff period for such group. In respect of seasonal employees laid off during the recognized seasonal working period, the seven and thirty-day waiting periods provided for in Articles 2.4(i)(b) and 2.4(i)(c) will apply, except that in the case of a seasonal employee who is not recalled to work at the commencement of the recognized seasonal working period, the seven or thirty-day waiting period, as the case may be, will begin on the commencement date of the recognized seasonal working period. Seasonal employees and recognized seasonal working periods shall be as defined in Memoranda of Agreement signed between the Company and the affected Organizations signatory thereto.

ARTICLE 8 CASUAL AND PART-TIME EMPLOYEES

- 8.1 Casual and part-time employees are those who work casually on an as-required basis from day to day, including those who work part days as distinguished from employees who work on regular or regular seasonal positions.
- 8.2 Casual and part-time employees are entirely excluded from the provisions of this Agreement.

ARTICLE 9 NON-APPLICABILITY OF SECTIONS 52,54 and 55, PART I, AND SECTIONS 214 to 226 INCLUSIVE OF PART III OF THE CANADA LABOUR CODE

- 9.1 The provisions of this Agreement are intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections 52, 54 and 55, Part I, of the Canada Labour Code do not apply.
- 9.2 The provisions of this Agreement are intended to minimize the impact of termination of employment on the employees represented by those Unions party to this Agreement and are intended to assist those employees in obtaining other employment and Sections 214 to 226 of Part III of the Canada Labour Code do not apply.

ARTICLE 10 AMENDMENT

10.1 The parties hereto may at any time during the continuance of this Agreement amend its provisions in any respect by mutual agreement.

ARTICLE 11 COMMENCEMENT

11.1 Payment of benefits under this Agreement shall commence as follows:

<u>Agreement</u>	<u>Union</u>	<u>Representing</u>	<u>Effective</u>
Agreement "A"	CMOU	Ship's Officers	1 January 2001
Agreement "B"	CAW	Unlicensed Personnel	1 January 2001
Agreement "C"	CAW	Terminal Mtce. Employees	1 January 2001
Agreement "D"	USW/ILA Council	Terminal & Clerical Employees	1 January 2001
Agreement "E"	CMSG	Masters, Chief Engineers And Chief Electrical Officers	19 August 2002

ARTICLE 12 DURATION

12.1 This Agreement supersedes the Income Security Agreement signed 13 November 1998.

12.2 It shall remain in effect until revised in the manner and at the time provided for in respect of the revision of the Agreement which is current from time to time.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 25th day of September 2006 at Sydney, NS.

FOR MARINE ATLANTIC INC:

FOR THE EMPLOYEES:

(Original signed by)

(Original signed by)

Roger Flood
President and CEO

Linda MacNeil
National
Representative CAW

(Original signed by)

(Original signed by)

Rhona Green
Director of Human Resources

Richard Vezina
President Canadian Marine
Officers Union

(Original signed by)

Jim Lane,
Chairman
USW/ILA Council of
Trade Unions

(Original signed by)

Bruce Carter
Secretary Treasurer
Canadian Merchant Services
Guild

APPENDIX "A" ELIGIBILITY TERRITORIES

The following are the Eligibility Territories for purposes of application of Articles 2 (Weekly Layoff Benefits and Severance Payments) and 5 (Maintenance of Basic Rates) of this Agreement:

Shore Agreements

1. Argientia, Newfoundland
2. Port aux Basques, Newfoundland
3. North Sydney

Vessel Agreements

4. Newfoundland Service