



Marine Atlantic
Marine Atlantique

Canada

AGREEMENT "B"

Between

MARINE ATLANTIC INC.

And

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

January 1, 2011

To

December 31, 2013



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ARTICLE 1 - RECOGNITION AND SCOPE

- 1.1 The Company agrees to recognize C.A.W. - Canada as the sole collective bargaining agent with respect to wages, hours of work and other working conditions for all classes of employees 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 employees 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 employee 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.

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 employees, shall be strictly adhered to by all employees. Violation of such regulations shall be sufficient cause for dismissal.

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 - PERMISSION TO BOARD

- 7.1 The designated Union representatives shall be allowed to contact 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(s) shall obtain the permission of the Master to hold a meeting with the staff (group).
- 7.3 Should any Union representative(s) fail to observe the above provisions this shall be grounds for revocation of boarding privileges.

ARTICLE 8 - DRILLS

- 8.1 Lifeboat, fire and other emergency drills shall be held at the discretion of the Master. Preparation for drills shall not be done prior to the signal for such drills, and after drill is over all hands shall secure all equipment used in such drill in safe custody. In no event shall overtime be paid for work performed in connection with such drills, except when employees, 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 employee coming within the scope of this Collective Agreement an amount equivalent to the uniform 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 and shall not include initiation fees or special assessments. 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. The provisions of this Article shall be applicable to the Union on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.
- 9.3 Employees filling positions of a supervisory or confidential nature not subject to all the rules of the agreement as may be mutually agreed between the designated officers of the Company and of the Union shall be excepted from dues deduction.
- 9.4 All Employees occupying positions covered by this Collective Agreement shall become members and shall maintain membership in the Union.
- 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 employee's wages, the Company shall adjust it directly with the employee. 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.

ARTICLE 10 - SENIORITY GROUPINGS

- 10.1 For the purpose of promotion and seniority, employees shall be grouped as follows:

Local 4285

1. Unlicensed Deck Department
2. Unlicensed Engine room Dept.
3. Passenger Services Department
4. Life Raft Maintainer Certified
5. Life Raft Maintainer Uncertified
- 6. Chief Cook**
- 7. Quartermaster**

Current Certified Life Raft Maintainers will be grandfathered and provided a seniority date with the Certified Life Raft Maintainer group to reflect their current Unlicensed Deck Department seniority date.

Chief Cook and Quartermaster seniority lists will be established in accordance with the Letters of Understanding attached at pages 112 and 114 respectively.

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 employee's name, employee 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 employee, or his representative, such error will be corrected and when so corrected the agreed upon seniority date shall be final. No change shall be made in the existing seniority status of an employee unless concurred in by the appropriate National Representative of the Union.
- 11.3 No change shall be made in the seniority date accredited an employee 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 11.10, or by agreement with the appropriate National Representative of the Union.

- 11.4 Except as otherwise provided, an employee 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 13.9 (a) and (b) has not applied. Such individuals shall not establish seniority and shall be replaced at first opportunity.

- 11.5 When two or more employees newly hired to this agreement commence work in the seniority group on the same day, the employee who achieved the higher ranking in the Recruitment Selection Process shall be senior. When one or more employees transfer from one seniority group to another seniority group on the same day, seniority shall be awarded subject to Articles 12 and 11.6 below.

- 11.6 An employee qualified under Article 12 who is unavailable to accept assignment offering under Article 13, but who subsequently displaces the junior employee 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 employee first promoted and shall rank as immediately senior to him. This article, however, shall not benefit an employee who is unable to accept the assignment offering due to lack of requisite certificate.

NOTE: If more than one employee is bypassed under this Article, all shall establish the date of the junior employee, 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 qualified list.

- 11.7 An employee having worked 90 working days (1080 hours) or less will be considered as on probation, shall hold no rights under the promotion rules of this agreement to another seniority group within Agreement B, and if found unsuitable will not be retained in the service.
- 11.8 An employee 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.
- 11.9 An employee who is promoted on or after July 1, 1978 to a temporary or permanent non-schedule, official or excluded position or in a supervisory position covered by another collective agreement 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 employee shall no longer accumulate seniority but shall retain the seniority rights already accumulated up to the date of his or her promotion.
- 11.10 An employee 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 employee 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.

ARTICLE 12 - PROMOTION AND TRANSFER

- 12.1 Employees 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 employees to exchange positions for short temporary periods without affecting the classifications, rates or seniority of the employees concerned.
- 12.2 In the event that additional employees are required for a classification within a seniority group, annually, the Company shall bulletin an Expression of Interest for applications for transfer to other groups or promote to a classification within Agreement B. Interested employees shall apply in writing to the Crew Calling department within the timelines prescribed on the Bulletin and ability and qualifications being sufficient, seniority shall prevail first within the seniority group and then within Agreement B.
- 12.3 Employees who meet the required criteria shall be assigned vacancies in accordance with the provisions of Article 13, should an employee be provided training by the Company the provisions of Article 46 shall apply. Employees declining transfer shall be removed from the list.

Regarding commitment when provided with Company paid training. An employee who has been provided training that was paid for by the Company shall be required to work the following minimum hours in the classification for which trained:

48 hours to 60 hours	1440 hours
61 - 120 hours of paid training	2160 hours
120 hours or more of paid training	4320 hours

Life Raft Maintainers being trained for certification through the Company shall be required to work a minimum of four years inclusive of the training period.

In filling vacancies in accordance with Article 13.5, the junior qualified employee who has not fulfilled their commitment as per the above, will be required to accept assignment. In the event that all qualified employees have fulfilled their commitment, the junior qualified immediately available will be required to fill the vacancy.

- 12.4 Should the senior eligible employee be unavailable for initial assignment at the time the vacancy occurs, they shall be required to displace the junior employee assigned in their place immediately upon their availability. If the vacancy no longer exists at that time, the senior employee must accept assignment at the first opportunity for which they are available in order to be awarded a seniority date immediately senior to the junior employee first assigned.

An employee shall be regarded as unavailable if they are on vacation, leave of absence or jury duty etc., or if they are on duty on an assignment which will not permit immediate release by the Company or enable the employee to transfer without loss of one or more day's wages. This article, however shall not benefit an employee who is unable to accept the assignment offering due to lack of required criteria.

- 12.5 Qualified lists will be established for those classifications for which paid training has been provided under Article 12.3. The classifications applicable at the date of signing of this agreement are:

Newsstand Steward
 Storekeeper - Passenger Service
 Storekeeper - Engine Room
 Assistant Purser/Purser
 Assistant Chief Steward
 Chief Steward
 Senior Chief Steward
 Certified Life Raft Maintainer
 Senior Chief Cook
 Chief Cook

Note: It is understood that during the term of the agreement classifications for which paid training is introduced will be added and the provisions of this article will apply.

Employees qualified in the above classifications will be added to the qualified lists in accordance with Article 12.4.

12.6 When filling vacancies in accordance with Article 13 employees who refuse assignment will be removed from the applicable qualified list unless he/she is holding a bulletined position within their own seniority group and provided they have completed their minimum commitment in accordance with Article 12.3 and are not the junior qualified employee. **A qualified list is not a seniority list and this article does not override the provisions applicable to protecting seniority within a group upon recall.**

12.7 (a) An employee who is removed from a qualified list will be required to fill vacancies when the qualified list is exhausted and the employee is the junior qualified available. The employee shall be placed on the qualified list in accordance with Article 12.4.

12.7 (b) An employee may re-apply to the qualified list in accordance with Article 12.2 and if deemed qualified shall be placed on the qualified list in accordance with Article 12.4.

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 employees affected, with copy to the Local Union Representative. 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 employee 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 Local Union Representative be allowed to demonstrate his qualifications for the position. The Local Union Representative may be present at such demonstration. This article shall apply also for senior employees denied a temporary vacancy on account of lack of qualifications. In this case the Company shall notify the employee 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 following shall apply:
- (a) for classifications within Local 4285, qualified employees holding seniority in this group but working in another who have made their intentions known in writing to the crew calling department **by the closing date of the bulletin for the relevant bulletin period** to cover such assignments, will be provided the opportunity to fill the vacancy in order of seniority. If the vacancy is less than one tour the employee may refuse without forfeiture of seniority and recall. If the vacancy is for a full tour duration or greater and the employee refuses they shall not forfeit seniority but will forfeit subsequent recall to that seniority group **for the remainder of the relevant bulletin period**. Should an employee accept assignment within this provision and choose not to return to their former seniority group upon completion of the temporary assignment, they shall

forfeit their seniority within the group from which transferred.

- (b) the junior assigned employee within the seniority group who is qualified and immediately available may be required to fill the vacancy temporarily. In such cases the Company will arrange for the engagement or training of another employee for the vacancy, so that the employee required to fill the assignment may be returned to his regular assignment as soon as is practicable.

Or if there is no employee immediately available within the seniority group

- (c) the junior qualified employee holding seniority in this group but working in another seniority group who is immediately available will be required to fill the position.

13.6 An employee 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 arranged with the Local Union Representative. Failing to demonstrate his ability to do the work he shall be returned to his former position or status, and any other employee so displaced shall be allowed to exercise his seniority. The disqualified employee shall forfeit any seniority which he may have established by reason of his assignment to the vacancy.

13.7 An employee returning after leave of absence, vacation or accumulated rest days shall resume his former position or status and/or, within 5 calendar days, exercise his seniority rights to any vacancy which he is qualified to fill which was bulletined within his seniority group during his absence.

- 13.8 An employee, who is displaced from a position to which he had been appointed as a result of grievance filed by a senior employee 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 employee during the period between his appointment and subsequent displacement, and the employee so displaced shall be allowed to exercise his seniority. The principle of Article 11.6, respecting establishment of seniority, and the principle of Article 14.6, requiring the exhausting of seniority rights, shall apply for the griever and displaced employee respectively, if transfer to another seniority group is involved.

Bulletining Procedure

- 13.9 (a) A vacancy which is expected to be of less than one full tour's duration, **shall be filled in the following order:**
- (i) by the senior qualified employee within the seniority group on board the vessel at the time the vacancy occurs who desires it until
 - (ii) a more senior qualified employee protecting spare or working on another vessel in a lower paid classification within the seniority group can join the vessel, or,
 - (iii) there being none by the senior qualified spare employee who is able to fill the vacancy immediately, or
 - (iv) there being none, by the junior qualified employee laid off from the seniority group and not working in another group within the vessel agreements, **or**
 - (v) **there being none, by the junior qualified employee assigned within the tour who has not fulfilled their commitment in accordance with Article 12, or**

- (vi) **there being none, by the junior qualified employee available who has not fulfilled their commitment in accordance with Article 12, or**
- (vii) **there being none, by the senior qualified employee holding seniority within the group who is working in another seniority group and who has made their intentions known in accordance with Article 13.5 (a) and is immediately available, or**
- (viii) **there being none, by the junior assigned employee within the seniority group who is qualified and immediately available in accordance with Article 13.5(b), or**
- (ix) **there being none, by the junior qualified employee holding seniority within the group who is working in another group and is immediately available in accordance with Article 13.5(c).**

13.9 (a) NOTES:

- (1) Employees working within **a seniority group** may in any given month decline **recall** to vacancies **in another seniority group** expected to be of less than one full tour's duration without forfeiture of seniority but shall not be eligible for such assignments within **that seniority group** until the commencement of the following month. This note does not apply to vacancies expected to be a full tour's duration or to vacancies less than a full tour subject to the provisions of Article 12.6 (**commitment hours**) or Article 13.5 (**junior qualified available**).
- (2) When a vessel is in lay up or planned work period and is docked at either Port aux Basques or North Sydney Terminals and a vacancy occurs that is expected to be in excess of seven (7) days, the senior qualified employee currently employed in that classification, who was previously assigned to that vessel will have the opportunity to return to that vessel.

- 13.9 (b) A vacancy which is expected to be of not less one **full** tour shall be filled from the first day of the first full tour, as required, in the following order:
- (i) by the senior qualified employee assigned **on that tour** to a lower-rated classification within the seniority group who has indicated **to promote** in prescribed manner a readiness to accept such vacancies and is available;
 - (ii) by the senior available qualified employee in the group who is spare or laid off;
 - (iii) **where applicable**, by the qualified employee if any **who applied to an Expression of Interest** in accordance with Article 12 who is available at the time the vacancy occurs;
 - (iv) **the junior qualified employee assigned within the tour who has not fulfilled their commitment in accordance with Article 12, or**
 - (v) **the junior qualified employee available who has not fulfilled their commitment in accordance with Article 12, or**
 - (vi) **there being none, by the senior qualified employee holding seniority within the group who is working in another seniority group and who has made their intentions known in accordance with Article 13.5(a) and is immediately available, or**
 - (vii) **there being none, by the junior assigned employee within the seniority group who is qualified and immediately available in accordance with Article 13.5(b), or**
 - (viii) **there being none, by the junior qualified employee holding seniority within the group who is working in another group and is immediately available in accordance with Article 13.5(c).**

13.9 (b) NOTES:

- (1) Exception to the above shall apply in that the vacancy may be claimed by a senior qualified employee 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. This article does not override the provisions of Article 12 or seniority provisions in regards to Local 4286. Such employee, however, shall not be entitled to occupy the vacancy until the first day of the first full tour following acceptance of their request. Such request must be made to the Crew Calling department by the interested employee **no later than 10** calendar days **prior to the beginning of the month in which the tour commences.**
- (2) For the purpose of this Article, the term "assigned" is used to identify an employee who is holding a vacancy which was subject to the provisions of Clause (d).
- (3) For the purposes of this Article **13.9** employees shall not be regarded as available if scheduled to be occupying an equal or higher rated classification, on vacation, leave of absence, bank days, or continuing previous tour on the first day of the first full tour, or if otherwise unable to commence work on that day (except where the absence is on account of the employee being on leave **as a result of bereavement, jury duty, leave granted in accordance with Article 25.1, union representation or upon direction of the Company, such as liquidation of banked time (Bank 1), meetings and required training,** - in such cases the employee will be allowed to assume vacancies for which qualified and otherwise available at the conclusion of **the** leave or bank days).
- (4) **An employee holding a bulletin assignment may, in any given month decline recall to a vacancy in another seniority group which is expected to be a full tour's duration if the vacancy is in a different tour pattern than the employee's bulletin assignment. The employee may decline without forfeiture of seniority but shall not be eligible for assignments within the**

declined seniority group and tour until the commencement of the following month. This note does not apply to vacancies subject to the provisions of Article 12.6 (commitment hours) or Article 13.5 (junior qualified available).

- (5) For the purposes of this Article 13, the rate of pay for Bosun and Carpenter will be considered a higher rate of pay than Quartermaster when filling vacancies. Employees holding seniority in the Unlicensed Deck Department working as Quartermaster will be considered eligible for promotion to Bosun or Carpenter.**
- (c) Employees filling vacancies under Articles 13.9 (a) or (b) shall not be subject to displacement except by employees who would otherwise be unable to hold work in an equal or higher-rated classification within the group.
 - (d) In accordance with operational requirements, all positions will be bulletined to the appropriate seniority groups four times per year. Annually, the company will provide the Local Union Representative with a schedule of estimated bulletin periods. Bulletin periods will commence the beginning of a month, the Company will make every effort to avoid a bulletin period resulting in employees working both Christmas Day/Boxing Day and New Year's Day/January 2 of the annual tour schedule. If additional bulletins are required, the Company shall meet with the Local Union Representative to discuss its intentions.
 - (e) When required, bulletins will be issued on the 5th day of the 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 expected duration by position.

- (g) Employees desiring such vacancies will submit applications in **the prescribed manner** 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 employee 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 employee in the group who held a bulletined assignment who has not made application or who is spare or laid-off;
 - ii) by the senior qualified employee in the group who is spare or laid-off;
 - (iii) **where applicable**, by the qualified employee if any in accordance with Article 12 **who has applied to an Expression of Interest** in accordance with Article 12 who is available at the time the vacancy occurs;
 - (iv) **there being none, by the junior qualified employee who has not fulfilled their commitment in accordance with Article 12, or**
 - (v) **there being none, by the junior assigned employee within the seniority group who is qualified and immediately available in accordance with Article 13.5(b).**

If the vacancy remains unfilled then it will be filled in accordance with 13.9(b).

- (i) An assigned employee who is awarded a vacancy under Clause (b) may, on completion of such vacancy, displace the junior employee 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 employee with Crew Calling.

- (j) A spare employee assigned to a vacancy under Article 13.9 (a) or (b) shall, on completion of such vacancy, be required to displace the junior employee in his seniority group on the same vessel and tour of duty or there being none he may displace the junior employee 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) When spare and laid off employees are being assigned to vacancies in accordance with 13.9 (h) whenever possible senior employees will be given the opportunity to select the vacancy of their choice which their qualifications entitle them to hold.

(l) (i) It is the intent that the spare employees 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 employees to the vessels on which they were last employed where this is judged appropriate to the promotion of crew stability.

(ii) Except as provided in Article 13.9 (j) no displacement right is contemplated for spare employees, except that when, on the regular selection date preceding general crew change, full work is not offering for senior qualified employees, they shall be assigned to replace the junior

employees on vacancies previously awarded under Article 13.9 (b) (ii). Otherwise it is the intent that the spare employee assigned shall occupy the vacancy for the balance of its term.

- (m) (i) Promotions to classifications within Local 4286 for vacancies expected to be a full tour of duty, senior qualified employees covered under 13.9 (b) (i) and (ii) shall be called in seniority order to fill the vacancy. If the vacancy is for Tour A and the employee has just completed Tour B, the employee may decline the promotion without forfeiture of seniority and assume their regular tour pattern unless required to fill the vacancy in accordance with Article 13.5 (b) and (c). This provision shall not apply to positions bulletined under Article 13.9 (d).
- (ii) If an employee wishes to promote to full tour vacancies resulting from approved vacations in higher rated classifications for which they are qualified within Local 4285 and 4286 outside of their tour pattern, i.e A to B and B to A, they must submit their names annually by 1 December to the Crew Calling Department. Their names shall remain on such list until they notify the Crew Calling Department to remove their name. A refusal to promote under this article shall not prevent future calls. If the employee is the junior qualified employee available, Article 13.5 (b) or (c) will apply.
- (iii) For the purposes of Article 13.9, movement from classifications within Local 4285 to Local 4286 will be considered as a promotion, but an employee may decline the promotion to an equal or lower-rated position without forfeiture of seniority.
- (iv) Employees holding seniority within local 4286 and/or other vessel agreements will be called for work to the classifications for which they are qualified in seniority order and in accordance with the applicable collective agreement(s), such employees will be required to exhaust work in those locals/bargaining unions unless their regular assignment within Local 4285 is a higher

rated position.

- 13.10 An employee awarded a bulletin assignment as a Liferaft Maintainer will be required to complete the bulletin assignment and will not be eligible for assignment to the vessels in accordance with Article 13.9 until the completion or the abolishment of the Liferaft Maintainer bulletin.**

**ARTICLE 14 - STAFF REDUCTION, DISPLACEMENT AND RECALL
TO SERVICE**

- 14.1 An employee filling a bulletined vacancy shall, on its termination or on his displacement from such assignment, be required to displace a junior employee in the seniority group, providing he has the qualifications to perform the work. An employee 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. An employee on laid off status who is recalled to a full tour of duty may elect spare on completion of that assignment.
- 14.2 An employee who elects to protect spare, including employees engaged as spare, shall be transferred to laid off status within the seniority group if they fail to report for duty on notice to do so within 8 hours prior to time required to leave home and do not provide a satisfactory explanation within 24 hours of the notice. In the event that employee exceeds the 24 hours time limit, it will be the sole discretion of the Company to determine whether that employee should be returned to spare status.
- 14.3 Except as otherwise provided, an employee who elects laid-off status or who is transferred to laid off status in accordance with Article 14.2 and is not working in another seniority group shall be recalled in seniority order for vacancies which are expected to be of a tour of duty duration or more. Unless exempted from doing so, an employee 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.

NOTE: This article does not constitute a guarantee of a tour of duty or more.

14.4 An employee who fails to report as required in Article 14.3 and who fails to offer satisfactory explanation, shall forfeit seniority in the seniority group to which recalled.

14.5 An employee laid-off from one seniority group, but working in another seniority group, within this agreement, or in another Marine Atlantic Vessel Agreement, shall be recalled in seniority order but may decline recall to an equal or lower-rated position without forfeiture of seniority, but shall surrender right to subsequent recall. For employees filling positions in accordance with Article 13.5, the provisions of that Article shall apply.

14.6 An employee 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 employee in another seniority group in which he holds seniority, providing he has the qualifications to perform the work. An employee 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 employee from returning to a former seniority group on expiration of initial temporary assignment.

14.7 An employee 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 employee 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

employee'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. If an employee does not provide a choice within the appropriate time limits, they shall be assigned in accordance with qualifications and seniority by the crew calling department.

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

- 14.9 An employee demoted or debarred for disciplinary reasons from a position shall be permitted to exercise seniority to displace employees holding bulletined assignment within a classification, which he is qualified to fill, in his seniority group. In the event the employee is unable to take assignment in such group, he shall be governed by Article 14.6.
- 14.10 An employee on lay-off or protecting spare shall keep the Crew Calling Department advised of the address and telephone number at which he can be readily located. Notice transmitted to such address or a message provided to a responsible adult or voice message left at the telephone number provided shall be regarded as notice conveyed to the employee.
- 14.11 In instances of staff reduction, six calendar days' advance notice will be given to regularly assigned employees 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 Local Union Representative will be supplied with a copy of any notice.

ARTICLE 15 - TRANSFER OF EMPLOYEES

- 15.1 (a) Employees 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.

- (b) When the transfer is a result of mechanical breakdown, should the employee be required to transfer on their scheduled rest period, the employee shall be compensated 1.5 hours at overtime rates for each direction of the transfer.

15.2 The provisions of Article 15.1 do not apply in the case of an employee being relieved for days off or for a relieving employee proceeding to or from a terminal port, except for a regularly assigned employee when the assignment to which the employee is ordered involves neither the vessel nor the terminal port to which he would be required to report in following his regular assignment.

15.3 Notwithstanding the provisions of Article 13, employees may be transferred temporarily in their classification to a replacement vessel in cases of refit or emergencies for two tours duration or less, and the provisions of Article 15.1 will apply. Such employees will be returned to their regular vessel when it is returned to service, except where duration exceeds two tours, in which case positions will be rebulletined as soon as possible. Employees who do not wish to transfer to a replacement vessel may, upon removal of their vessel from service, elect to forfeit their positions and exercise their seniority in accordance with the provisions of Article 14.1.

ARTICLE 16 - REHABILITATION

16.1 When mutually agreed between the proper officer of the Company and the appropriate National Representative of the Union, an employee who has become unfit* to follow his usual occupation may:

- (a) displace a junior employee 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 employee to provide suitable employment for him.

*NOTE: The Company Medical Representative will determine an employee's fitness to follow his usual occupation. The appropriate National Representative of the Union will be advised when a rehabilitated employee becomes fit to follow his usual occupation.

- 16.2 In dealing with incapacitated employees, seniority shall govern in respect of preference of shift and employment.
- 16.3 A rehabilitated employee placed on a position shall not be displaced by an able-bodied employee so long as he remains on such position, except when a senior employee 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 All employees off duty shall be required to report on board and be available for duty not less than 30 minutes before time of sailing, as posted on notice board. Employees leaving the vessel during their tour of duty must notify their supervisor.
- 17.2 Employees departing the vessel at anytime must sign on and off at the designated location.
- 17.3 Employees leaving vessel after completing tour of duty will be required to leave a contacting address and telephone number with the Crew Calling Department. Employees protecting spare or laid off status will be

notified when required to report to work. Employees holding bulletined assignment will only be contacted if there is a change in their assignment as posted in accordance with Article 13.2. Annually, employees will be provided a copy of the tour schedule for crew change.

- 17.4 Employees 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.
- 17.5 Employees unable to rejoin vessel for bona fide reasons must notify the Company when they are available for duty. Such employees will be instructed when and where to report. Employees who have been absent on account of illness will be required to produce a doctor's certificate before being permitted to resume duty.
- 17.6 Employees 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.
- 17.7 When employees report to join a vessel and the vessel is late, such employees shall not suffer loss of regular wages for any missed assigned hours due to the late arrival of the vessel. Employees will be provided with meals and lodging or reasonable expenses for same in accordance with the Company's travel policy, if:
- (a) it is reasonable that the Employee 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 Employee has been advised to join a vessel and the vessel is delayed, to give notification to the Employee prior to his leaving home whenever possible.

- 17.8 (a) Where practical, for Passenger Services staff of equal classification, due consideration will be given to seniority when making shift selection on the first day of the shift, provided they were on board to commence the shift at the time required and/or directed by the company.
- (b) Passenger Services staff of equal classification joining the vessel after the first day of the shift, except as noted in 17.8 (c), will be assigned the shift for the vacancy that exists. Should a vacancy with differing shift hours for which the employee has the qualifications and seniority to hold become available during the tour, the employee shall advise their onboard department head of their desire to assume the vacancy, and where practical the employee will be re-assigned.
- (c) Passenger Services staff commencing after the first day as a result of bereavement leave, jury duty, leave granted in accordance with Article 25.1, union representation or upon the direction of the Company, such as liquidation of banked time (Bank 1), meetings and required training, they will be provided due consideration as noted in 17.8 (a).
- (d) Regularly assigned Passenger Services staff holding bulletined assignment on approved leave such as vacation, statutory bank time and banked time (Bank 2) shall have the opportunity to assume their bulletined assignment provided they have the qualifications and seniority to do so upon their return to work.

ARTICLE 18 - BILINGUALISM & OFFICIAL LANGUAGES

- 18.1 The Company will give the Union a minimum of 4 months notice when a position is initially designated as requiring the ability to speak both official languages.
- 18.2 Provided bilingual employees in regular non-designated

assignment are available in the areas required at the times required, and such employees are prepared to serve bilingually, formal designation is unnecessary. The Company will only formally designate specific positions when the normal process fails to fulfil its need.

- 18.3 When the designation of such a position results in a regularly assigned employee being unable to hold a regular assignment, the Company will establish an additional assigned position at equal or superior rate, with the same rest days and hours of work, and maintain it for as long as the designated position exists, including successive years for seasonal positions, until there is offsetting permanent attrition, or additional positions, within the assigned group at the location or within the particular service. Attrition for this purpose will include transfers from the group to other regular assignment which may reasonably be expected to provide permanent employment.
- 18.4 When notice is given by the Company to designate new permanent year round positions, the Company will undertake to provide the opportunity for training to a number of employees equal to the number of permanent positions designated. The Company will meet with the Union to determine the specifics which may include the matter of transportation, accommodation and expenses. Employees who elect to undertake training and bilingual employees hired subsequent to 31 December 1989 will be committed to apply for and/or to accept bilingual assignments provided the rate offering is not inferior to their own, or another junior qualified employee who holds a permanent assignment is available.
- 18.5 The provisions of Article 5.9 of the Income Security Agreement will apply to employees who are displaced as a consequence of the above.
- 18.6 The Company and the Union will establish a Joint Official Languages Committee consisting of two representatives from the Union and two representatives from the Employer. This Committee will provide recommendations

to the Company of how best to meet the requirements of the Official Languages Act of Canada. The committee will meet as required within 30 days on request of one party or the other.

- 18.7 Regarding commitment when provided with Company paid training. An employee who has been provided training that was paid for by the Company shall be required to work the following minimum hours in the classification for which trained:

48 hours to 60 hours	1440 hours
61 - 120 hours of paid training	2160 hours
120 hours or more of paid training	4320 hours

NOTE: This clause does not prevent the Company from applying the provisions of Article 13.5 when the employee is the junior qualified immediately available.

ARTICLE 19 - HOURS OF SERVICE

- 19.1 (a) The principle of the 40-hour week is recognized and an averaging period will apply.
- (b) When continuous watches are kept at sea and in port, watch keeping employees shall maintain one of the following watch systems:
1. a two-watch system consisting of six hours on and six hours off or a
 2. three-watch system consisting of:
 - two four-hour watch keeping periods
 - one four- hour rest period
 - one four- hour nonwatchkeeping period
 - one eight-hour rest period
- within a twenty four hour period.
- (c) Twelve consecutive hours of duty, exclusive of meal period, shall constitute a day's work for employees who are not regularly assigned to watch keeping

duties in the engine room and deck departments.

- (d) For employees of the Steward department, twelve hours of duty shall constitute a work day. For the classifications of Newsstand Steward, Chief Storekeeper, Assistant Storekeeper (when not performing crew mess duties), Bar Steward, Assistant Bar Steward and Bilingual Steward a work day will be twelve hours within a spread of fourteen hours if operational requirements permit.
- (e) Where it is known that the stay of a vessel in a terminal port and in other ports will exceed twenty-four hours, exclusive of sailing day, sea watches shall be broken.
- (f) When watches are broken while in port, the hours of duty shall be twelve hours between 0600 hours and 2000 hours unless otherwise mutually arranged except:
 - (i) a Deckhand, when required to act as a night watchman, whose hours of duty shall be from 2000 hours to 0800 hours;
 - (ii) in port, Engine room Assistants and Quartermasters on all vessels shall maintain regular watches without the payment of overtime, provided, however, that the employees concerned and the officer in charge may mutually agree on the hours of duty for the tour to be worked by each employee.
- (g) Employees assigned to work as Life Raft Maintainers will work 8 hours per day including a 20 minute paid lunch period, 5 days per week. Assigned hours of work and rest days will be as bulletined in accordance with Article 13.
- (h) **Employees called to work at the life raft centre while working on a vessel who are returned to the vessel after working one day at the life raft**

centre, employees will revert to eight (8) hours.

19.2 In respect to the averaging period the following will apply:

- a) No deduction shall be applied against an employee at the end of the averaging period, in respect of "days in hole" which arose solely from the Company's withholding the employee from service for the purpose of adjusting rest days.
- b) An employee 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) The principle that employees 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.
- d) In order to avoid deduction for days "in the hole" which may not be cleared by the end of the averaging period, an employee 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".
- e) 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 It is agreed that the following practices with respect to the averaging period will be applied:

- a) The first six (6) days that are banked by each employee shall be placed in a separate bank (bank #2) to be taken as mutually agreed between the Company and

the employee and subject to no additional costs being borne by the Company.

- b) Any banked time worked will first be applied to bank #2 to replenish it to a maximum of 6 days.
- c) Bank #2 will not be paid out at time and one half at the end of the averaging period, 30 April of each year.
- d) **When ROE's are processed**, employees shall be paid out all banked time in Bank #1 and #2 as required by **HRSDC**.

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

- a) The payroll system will automatically pay bank time (Bank #1), *bank time (Bank #2), vacation, statutory bank time (in that sequence) in order to make a full cheque for employees who work less than 15 days.
- b) This applies to all employees even those who have vacation approved for some other month during the year.
- c) If employees don't want their vacation, statutory holiday or Bank #2 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 employee requests that the Company not pay vacation, statutory holiday bank time or bank #2, they will be paid only what they worked.
 - bank time (Bank #2) will not be deemed work for the purposes of Article 22.6

ARTICLE 20 - REST DAYS

- 20.1 (a) Regularly assigned employees 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) An employee who elects laid-off status who is recalled to work in accordance with Article 14.3 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.
- (c) An employee who elects to protect spare work in accordance with Article 14.2 shall be granted 1 rest day for each day worked each month only when they have concluded 15 days' work in that month. **A spare employee will only work in excess of 15 days in a calendar month when the spare list has been exhausted, or the occasion affords an opportunity to liquidate "hole" days, or the tour pattern as stated in the annual tour schedule for crew change is in excess of 15 days.**
- (d) Employees who cannot be regularly relieved shall be treated no less favourably than other employees but must take their rest periods at times convenient to the Company.
- (e) Employees who lose rest days and employees 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 employee 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 employee has received more rest days than he was entitled to, the Company shall recover such overpayment of rest days by appropriate deductions from the employee's pay cheque. Employees terminating their employment will have their rest days adjusted at or prior to date of termination.
- (f) Rest days shall be granted at terminal ports.

Definitions:

A regularly assigned employee is an employee who is awarded a bulletined position or who exercises their seniority to another bulletined position in accordance with Article 14.1.

An employee on laid off status is an employee who is recalled to work for vacancies which are expected to be of a tour of duty duration or more, unless they are the junior qualified employee available for a vacancy less than a full tour's duration.

An employee on spare status is an employee who is recalled to work as operationally required for all vacancies including those expected to be less than a full tour of duty duration.

ARTICLE 21 - OVERTIME AND CALLS

- 21.1 Except as otherwise provided, time worked by an employee 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 employee 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 employee 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 employee's regularly assigned hours of duty, in which case the employee shall be compensated as working continuous with the regularly assigned hours of duty.

- (c) Employees will not be required to suspend work during assigned working hours to absorb overtime.
 - (d) No claim for authorized overtime shall be valid unless such claim is presented to the officer in charge within twenty-four hours after completion of the work.
 - (e) Employees will be told the hour on which to report for overtime work.
- 21.3 (a) Mooring and unmooring will be simply "work" subject to normal overtime rules. An off-duty employee called to moor (or unmoor) and nothing else will receive one hour rather than forty minutes if held on duty one hour or less.
- (b) An employee called for mooring or unmooring may be required to do any other additional work which might reasonably be required at that time, without additional payment (unless total time on duty exceeds the one hour).
 - (c) The Company will not resort to a "make-work" approach to gain a full hour's work for each call, nor utilize employees on minimum overtime call to perform work which might practicably be handled by on-watch personnel.
 - (d) As heretofore in respect to "work" associated with docking and undocking, mooring and unmooring (other than shifting ship during normal port time) will be one hour rather than three hours, following the principle that the three-hour minimum call is essentially a penalty for intruding into an employee's free port time.
 - (e) Mooring and unmooring, as with any other work, may be performed on a continuous with basis without incurring the one-hour minimum.
- 21.4 Overtime should be worked as arranged locally, and overtime assignments will be allotted in a fair and equitable manner to the extent operational requirements will allow.

ARTICLE 22 - GENERAL HOLIDAYS

22.1 An employee 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 employee's rest day, such holiday shall be moved to the normal working day immediately following the employee'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 employee

(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 employee 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 employee 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 for at least 12 days (96 hours) paid by the Company during the 30 calendar days immediately preceding the general holiday. (This Clause (c) does not apply to an employee who is required to work on the holiday).

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

22.3 A regularly assigned employee 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 employee 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 employee 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 employee 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 employee is entitled for that general holiday.

22.5 (a) An assigned employee 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 employee 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 he worked his last tour of duty prior to the general holiday.

22.6 An employee 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 employee 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 employees 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 employee was paid 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 Employees may elect to receive additional time off in lieu of pay for time worked on general holidays. Employees 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 with the on board department head and only after it is confirmed by Crew Calling, that an employee 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 Continuous Employment Relationship on Next Service Anniversary Date	Minimum Days Cumulative Compensated Service by Next Service Anniversary Date	Days Cumulative Compensated Service (or Major Portion Thereof) in Previous Calendar Year Required for 1 Working Day's Vacation	Maximum Working Days Vacation	Percent of preceding years wages or rate of position filled during 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 employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee 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 employee for five weeks' vacation with the employee 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 employee 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 employee 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 employee'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 employee who, due to sickness or injury, is unable to take or complete his annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.
- 23.7 An employee who is entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, he shall be given at least 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 employee exercising his seniority to a position covered by another vacation schedule.
- 23.8 Provided an employee 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 for vacation purposes.

- 23.9 Employees 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 up to 4% of the employee's previous year's earnings. The advance payment shall be no greater than the vacation hours scheduled 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 employee's wages in the preceding calendar year as per Article 23.1 or the rate of the position filled during such vacation period.
- 23.13 An employee 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 employee 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.
- 23.15 An employee 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 employee became entitled to the vacation.
- 23.16 Applications for annual vacations from employees shall be filed prior to **October 1st each year for vacation allotments in the following calendar year.**

- 23.17 Applications filed prior to **October** 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 appropriate Company official, the vacation period shall be continuous. Applicants will be advised by **30th November** of dates allotted them and unless otherwise mutually agreed employees must take their vacation at the time allotted.
- 23.18 Unless mutually agreed, employees who do not apply for vacation prior to **October** 1st, shall be required to take their vacation at a time to be prescribed by the Company.
- 23.19 Except as otherwise indicated, this Article 23 contemplates 8-hour working days. Where employees are assigned to work 12 hours daily, appropriate conversion will be made in calculating days cumulative compensated service and vacation entitlement.
- 23.20 Employees who retire will have the option to be paid a lump sum for any unused vacation at their date of retirement.
- 23.21 An employee whose vacation entitlement does not permit a full twelve (12) 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 (12) 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.
- 23.22 Employees who do not apply for vacation prior to the date prescribed in the Agreement will be advised in advance of vacations being granted
- 23.23 Employees' vacation periods will be expressed in hours, in order to avoid confusion concerning the actual vacation period.
- 23.24 Employees that are on "Leave of Absence" while filling full-time Union positions, will have that time included in

computation of service for vacation purposes should these Employees return to active service with the Company.

- 23.25 (a) Any employee who is unable to take or complete their annual vacation as requested per their application filed in accordance with Article 23.17, who has vacation balance remaining at the end of the calendar year, shall have the option to be paid a lump sum up to a maximum of 84 hours.
- (b) Any employee granted approved vacation in accordance with Article 23.17, who has vacation balance remaining at the end of the calendar year shall have the option to be paid a lump sum as set out in Article 23.25 (a) above.
- (c) Employees requesting payout must notify the Payroll department in writing by no later than 15 January following the calendar year for which the payout is requested.

Such lump sum payments will be non-pensionable and not considered wages for the % calculation of vacation pay in Article 23.1.

ARTICLE 24 - BEREAVEMENT LEAVE

- 24.1 If a death occurs in the immediate family of an employee, the employee shall be entitled to five (5) days bereavement leave. Immediate family for the purpose of bereavement leave shall be spouse (including common-law spouse or same sex spouse), child, step child, mother, father, brother or sister,
- 24.2 In the case of the death of a step-parent, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law or relative permanently residing in the employee's household or with whom the employee resides, the employee shall be entitled to 3 days' bereavement leave.
- 24.3(a) Bereavement leave shall commence on the calendar day following the day of death. An employee on his rest days or

who commences his rest days during bereavement leave, the bereavement leave will commence or continue on his first working day.

- (b)(i) For a spare or laid off employee who is called to report for work in a month that a death has occurred, they shall be eligible for bereavement leave in accordance with Articles 24.1 and 24.2 for the actual days following the death that the employee would have held work assignment in that month.
- (ii) For a spare or laid off employee who is called to report for work in the month immediately following the month that a death occurred, they shall be eligible for bereavement leave in accordance with Articles 24.1 and 24.2 for the actual days the employee would have held work assignment in the month on a prorated basis as follows:

Provided the employee notifies the crew calling department upon initial call for work, bereavement leave entitlement will be calculated on the % of days compensated in the month the death occurred based upon a full tour of duty (15 days) rounded to the nearest full day.

<u>Days of entitlement prorated:</u>	<u>Compensated</u>	<u>3 Days</u>	<u>5 Days</u>
	1/15	0	0
	2/15	0	1
	3/15	1	1
	4/15	1	1
	5/15	1	2
	6/15	1	2
	7/15	1	2
	8/15	2	3
	9/15	2	3
	10/15	2	3
	11/15	2	4
	12/15	2	4
	13/15	3	4
	14/15	3	5
	15/15	3	5

- (c) For employees returning upon completion of an approved period of leave, the provisions of 24.3 (b) will apply.

The entitlement provided for a death in accordance 24.3(b)(i), 24.3(b)(ii) and 24.3 (c) shall not exceed the amount stated in 24.1 and 24.2.

- 24.4 Bereavement leave shall be without loss of pay provided the employee 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 Bereavement leave may also include an additional leave of absence without pay of (3) three days for the purpose of travel.

ARTICLE 25 - LEAVE OF ABSENCE AND FREE TRANSPORTATION

- 25.1 Employees elected as salaried representatives of the employees shall, upon request, be granted leave of absence without pay while so engaged.
- 25.2 Employees 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 Local Union Representative or the appropriate National Representative of the Union.
- 25.3 Employees 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 Employees 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 Employees, 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. 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, employees failing to report for duty, on or before the expiration of their leave of absence, shall forfeit their seniority.
- 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, or when made the subject of mutual agreement between the Company and the appropriate National Representative of the Union. Leave if approved will be in accordance with Article 25.5.
- 25.7 The name of an employee on authorized leave of absence shall be continued on the seniority list for the group in which he has established seniority rights.

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 Employees will be paid by a direct deposit system to the employee's designated bank account.
- 26.2 (a) The monthly and hourly basic rates of pay and classifications shall be as follows:

4285 Classifications

1-Jan-11

1-Jan-12

1-Mar-12

1-Jan-13

	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Engine Room Storekeeper	\$4,307.15	\$24.754	\$4,414.83	\$25.373	\$4,414.83	\$25.373	\$4,525.20	\$26.007
Chief Cook	\$4,307.15	\$24.754	\$4,414.83	\$25.373	\$4,414.83	\$25.373	\$4,525.20	\$26.007
Chief Storekeeper	\$4,307.15	\$24.754	\$4,414.83	\$25.373	\$4,414.83	\$25.373	\$4,525.20	\$26.007
Bosun	\$4,201.57	\$24.147	\$4,306.61	\$24.751	\$4,324.01	\$24.851	\$4,432.11	\$25.472
Carpenter	\$4,201.57	\$24.147	\$4,306.61	\$24.751	\$4,324.01	\$24.851	\$4,432.11	\$25.472
Quartermaster	\$4,149.13	\$23.846	\$4,252.86	\$24.442	\$4,324.01	\$24.851	\$4,432.11	\$25.472
2nd Cook	\$4,070.13	\$23.392	\$4,172.00	\$23.977	\$4,172.00	\$23.977	\$4,276.30	\$24.576
Steward-Newsstand	\$4,070.13	\$23.392	\$4,172.00	\$23.977	\$4,172.00	\$23.977	\$4,276.30	\$24.576
Deckhand/Bridgewatch	\$4,052.29	\$23.289	\$4,153.60	\$23.871	\$4,172.00	\$23.977	\$4,276.30	\$24.576
AB Deckhand	\$4,052.29	\$23.289	\$4,153.60	\$23.871	\$4,172.00	\$23.977	\$4,276.30	\$24.576
Engine Room Rating					\$4,172.00	\$23.977	\$4,276.30	\$24.576
Engine Room Assistant (Grandfathered)	\$4,052.29	\$23.289	\$4,153.60	\$23.871	\$4,153.60	\$23.871	\$4,257.44	\$24.468
Engine Room Assistant (New)					\$4,072.61	\$23.406	\$4,174.43	\$23.991
Ordinary Deckhand	\$3,973.28	\$22.835	\$4,072.61	\$23.406	\$4,072.61	\$23.406	\$4,174.43	\$23.991
Asst Storekeeper	\$4,052.29	\$23.289	\$4,153.60	\$23.871	\$4,153.60	\$23.871	\$4,257.44	\$24.468
Bar Steward	\$3,955.19	\$22.731	\$4,054.07	\$23.299	\$4,054.07	\$23.299	\$4,155.43	\$23.882
Cashier	\$3,955.19	\$22.731	\$4,054.07	\$23.299	\$4,054.07	\$23.299	\$4,155.43	\$23.882
3rd Cook	\$3,896.06	\$22.391	\$3,993.46	\$22.951	\$3,993.46	\$22.951	\$4,093.29	\$23.525
Linen Steward	\$3,896.06	\$22.391	\$3,993.46	\$22.951	\$3,993.46	\$22.951	\$4,093.29	\$23.525
Asst Bar Steward	\$3,896.06	\$22.391	\$3,993.46	\$22.951	\$3,993.46	\$22.951	\$4,093.29	\$23.525
Assistant Steward	\$3,896.06	\$22.391	\$3,993.46	\$22.951	\$3,993.46	\$22.951	\$4,093.29	\$23.525

Local 4286

Senior Chief Steward	\$5,018.77	\$28.844	\$5,144.24	\$29.565	\$5,144.24	\$29.565	\$5,272.84	\$30.304
Purser	\$4,781.56	\$27.480	\$4,901.10	\$28.167	\$4,901.10	\$28.167	\$5,023.63	\$28.871
Chief Steward	\$4,781.56	\$27.480	\$4,901.10	\$28.167	\$4,901.10	\$28.167	\$5,023.63	\$28.871
Senior Chief Cook	\$4,465.17	\$25.662	\$4,576.90	\$26.304	\$4,901.10	\$28.167	\$5,023.63	\$28.871
Assistant Purser	\$4,465.17	\$25.662	\$4,576.90	\$26.304	\$4,576.90	\$26.304	\$4,691.32	\$26.962
Assistant Chief Steward	\$4,307.15	\$24.754	\$4,414.83	\$25.373	\$4,414.83	\$25.373	\$4,525.20	\$26.007

Liferaft

Liferaft Maintainer Uncertified**	\$4,052.29	\$23.289	\$4,153.60	\$23.871	\$4,171.87	\$23.976	\$4,276.16	\$24.576
Liferaft Maintainer Uncertified*	\$4,229.39	\$24.307	\$4,335.13	\$24.915	\$4,335.13	\$24.915	\$4,443.50	\$25.537
Liferaft Maintainer Certified	\$4,408.10	\$25.334	\$4,518.30	\$25.967	\$4,518.30	\$25.967	\$4,631.26	\$26.616

Weekly rate of pay for a life raft maintainer uncertified for the first five hundred and twenty two (522) hours worked in the life raft center in that classification. (AB/Bridgewatch** Deckhand rate of pay).

*Weekly rate of pay for a life raft maintainer uncertified who has worked five hundred and twenty two (522) hours in that classification.

Consumer Price Index (CPI) is defined as the percentage change in the average annual index published by Statistics Canada ("Canada, All items, 1992=100%") for the 12 month period ending 31 December of each year in accordance with Arbitrator Ashley's decision dated 17 December 2004.

- (b) An employee filling position under this agreement shall, for the first 36 weeks cumulative compensated (1440 hours) service calculated from date of last entry into service in a position with the Company be paid 12% less than the basic rate of the position occupied.
- (c) The hourly rate of pay shall be 1 over 174 of the monthly basic rate of pay or by dividing the weekly rate by 40. In both cases calculated to the nearest tenth.
- (d) Employees 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.
- (e) Eight hours shall constitute a vacation day's pay.

- (f) Employees temporarily assigned for one day or more to higher rated positions shall receive the higher rate while occupying such positions, due regard being given to apprentice rates. Employees temporarily assigned to lower-rated positions shall not have their rates reduced.

26.3 Completion of Shift Premium

- (a) Employees who are present and complete 15 days at work during a month shall receive a premium of 12 cents per regular hour worked to be calculated upon completion of the month.
- (b) This Article only applies to employees in ship based positions.

ARTICLE 27 - SHORT PAID

- 27.1 When an employee is short paid by the equivalent of one day's pay or more for the classification they are working in, a cheque will be issued within three working days (Accounting Department days) of an employee's request for payment to cover the shortage.

ARTICLE 28 - ROUTINE WORK

- 28.1 (a) Except during planned work period all employees covered by this Agreement shall not be required to perform chipping of paint, painting or related work between 2000 and 0600 hours daily.

ARTICLE 29 - GENERAL

- 29.1 (a) Proper, clean, dry and ventilated sleeping quarters shall be provided, as far as possible.
- (b) The Company shall furnish each employee with clean bed linen, soap and one face and one bath

towel, and the employee must turn in their linen and towels to the proper officer for renewal each week.

- (c) Sweat-cloths and extra soap will be issued each week to the unlicensed engine room personnel.
- (d) Each employee shall be required to come to their meals in a clean condition.
- (e) Employees will clean their own crew quarters. This applies to members of the Unlicensed Deck, Unlicensed Engineroom and Stewards Departments. Senior Chief Stewards, Pursers, Assistant Pursers, Chief Stewards and Assistant Chief Stewards will have their crew quarters cleaned. **Rooms will be regularly inspected by the Master to ensure that such standards are being complied with.**
- (f) The crew shall be served with the same quality of food as the Officers.
- (g) A **meal** will be made available to employees **working night shift.**
- (h) Employees required by the Company to perform maintenance work during refit period will be kept on Articles and the standards of living accommodation will be maintained so far as it is practicable to do so.
- (i) It will be permissible for notices of interest to employees to be posted on notice boards on vessels. The notice board shall be supplied by the employees and shall be in keeping with the general furnishings.
- (j) When ships are off Articles and employees are required to work thereon and meals and accommodation are not provided on board or on another vessel, employees shall be provided with suitable meals and accommodation on shore.

- (k) The Company and Union shall form a committee to discuss substantial changes to the employee meal menu plan. A terms of reference for this Committee will be established.

ARTICLE 30 - DIRTY WORK BONUS

30.1 Employees 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 engineroom floor or boiler room plates to clean bilges and tank tops

shall be paid a bonus of \$1.75 per hour for actual time so occupied with a minimum payment of one hour, which shall cover all work performed within the hour.

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.

ARTICLE 32 - UNIFORMS AND CLOTHING

- 32.1 (a) Marine Atlantic employees 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, employees are required to wear footwear which complies with the Canada Standards Association (CSA) Standard.
- (b) Employees 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 employee's total timecard.

- (c) The rebate will be a maximum of **\$180.00** per year towards the cost of the footwear including HST where applicable. The supervisor will monitor to ensure that no more than one rebate per year is approved. **A Request for Rebate form** must be submitted before the end of the last pay period in an employment term (e.g., before lay-off, retirement, etc.)
- (d) It is understood that staff in the Life Raft Centre are required to have safety footwear for specific use inside that centre in addition to safety footwear when working outside of the centre. A safety footwear allowance of up to **\$360** including HST where applicable per year towards the purchase two pairs of safety footwear will be provided when appropriate documentation is submitted. Footwear must be CSA approved. This allowance is not to be added to the current safety footwear rebate, the maximum annual allowance per employee is **\$360**.

32.2 Employees are required by the Company to wear uniforms and shall be supplied with the following uniform clothing:

Local 4285 Passenger Services:

- (a) Three pairs of pants, three uniform shirts, a sweater, a cleaning smock, ball cap and a toque each year for all passenger services classifications, including Third Cook (Mr. Sub) with the exception of cooks and Chief Storekeeper. Three additional uniform shirts will be provided on initial issue.
- (b) A windbreaker on initial issue and every two years thereafter.
- (c) Three shirts or cook's coats and four cook's pants and three ball or skull caps and a toque each year for all cooks positions excluding Third cook (Mr. Sub). Three additional shirts or cook's coats will be provided on initial issue.
- (d) Three work pants and three work shirts and one smock, a ball cap and a toque each year for Chief Storekeepers. Three additional work shirts will be provided on initial issue.
- (e) One nametag.

- (f) Passenger Services employees when required to work during the period 15 October to 15 April **will be provided** a one-time issue of a parka **and either insulated coveralls or insulated overalls**. This parka is to be used for boat drill and deck assignments. An employee who has already received a parka under this article will not be provided with this issue.
- (g) **A one time issue of rain gear.**

Local 4286 Passenger Services:

- (a) One uniform dress suit or battle dress every three years;
- (b) Three pairs of pants, three white uniform shirts each year, three additional white uniform shirts on initial issue.
- (c) A uniform sweater each year
- (d) A one time issue of a cap.
- (e) One parka every two years.
- (f) One windbreaker every two years.
- (g) One ball cap and one toque each year.
- (h) One uniform tie each year.
- (i) One nametag.
- (j) One set of epaulettes

Quartermaster:

- (a) One battle dress every three years.
- (b) Three pairs of pants, three white uniform shirts each year. Three additional white uniform shirts on initial issue.
- (c) A uniform sweater each year
- (d) A one time issue of a cap.
- (e) One parka every two years.
- (f) One ball cap and one toque each year.
- (g) One nametag.
- (h) One pair of rubber boots and one set of rain gear every two years.
- (i) One windbreaker every two years.

Carpenter, Bosun, Deckhand and Life Raft Maintainers:

- (a) Three pairs of work pants, three work shirts, ball cap and a toque each year. Three additional work shirts on initial issue.
- (b) One parka every two years.
- (c) One nametag.
- (d) One windbreaker every two years.
- (e) One pair of rubber boots and one set of rain gear every two years.
- (f) For Carpenter and Bosun, a one time issue of a cap.

Engineroom Assistant and Engineroom Storekeeper:

- (a) Three pairs of work pants, three work shirts, ball cap and a toque each year. Three additional work shirts on initial issue.
- (b) One parka every three years.
- (c) One nametag.
- (d) One windbreaker every two years.
- (e) For Engineroom Storekeeper, a one time issue of a cap.

COVERALLS

Unlicensed Deck, Engineroom and Life Raft personnel shall be supplied one pair of insulated coveralls every two years. ERA's will be provided with two pairs of fire retardant coveralls each year. Deckhands and Life Raft Maintainers will be provided with two pairs of coveralls each year.

A passenger services employee will be provided with a one time issue of one pair of coveralls. These coveralls shall be worn during boat and fire drills and for other duties that require protective clothing.

Note 1: Employees transferring from one classification to another will be provided with additional uniform clothing as required, if they request same, to meet the allocation in this article.

Example:

A Deckhand provided with an issue of clothing transferring to the position of ERA would not be provided with another issue of clothing with the exception of fire retardant coveralls.

- Note 2: Employees working 120 days or less in the previous year shall be provided with a one year issue of clothing. Subsequent issues shall be as required. The time guidelines for replacement as specified in this article shall not apply.
- Note 3: All items above that are provided free of charge to remain the property of the Company.
- Note 4: Nametags shall be replaced, upon approval of the supervisor.

ARTICLE 33 - JURY DUTY

- 33.1 An employee 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 employee 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 employees are entitled to vacation or general holiday pay. Employees 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 time prescribed by the Company.

ARTICLE 34 - ATTENDING COURT

- 34.1 Employees 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.
- 34.2 If an employee is not on a tour of duty, when travel time is incurred that is additional to that which the employee would normally incur given his assignment or spare status, time reasonably spent travelling from and to their home or terminal port will be compensated at the employee's regular hourly rate of pay, subject to a maximum of 12 hours per day combined with travel and time required for attendance at court or as a witness on that day.

ARTICLE 35 - HELD FOR INVESTIGATION OR COMPANY'S BUSINESS

- 35.1 Employees 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 Company official, 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 36 - DISCIPLINARY PROCEDURE

- 36.1 An employee, covered by this agreement who has completed his probationary period, will not be disciplined

or discharged without an investigation.

- 36.2 Investigations in connection with alleged irregularities will be held as quickly as possible. An employee may be held out of service for investigation (not exceeding three working days). An employee required to provide a statement in regards to an investigation will be given at least 24 hours notice to appear and will be notified with any charges against them. **The Employer will notify an accredited representative of the Union of such notice prior to the investigation.** 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 employee may, if they so desire, have the assistance of one or two fellow employees, or accredited representatives of the Union, at the investigation. When an employee requests a change to the date stated in the above notice of investigation, that delay shall not be normally on excess of 14 days. At the hearing, prior to commencement of the investigation, the employee being investigated 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. The employee being investigated shall be furnished with a copy of their own statement. The decision will be rendered within twenty-one calendar days from the conclusion of the investigation. An employee will not be held out of service pending the rendering of a decision, except in the case of a dismissable offence.

- 36.3 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 National Representative of the Union shall be shown all evidence in the case.

- 36.4 Should an employee 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.

ARTICLE 37 - GRIEVANCE PROCEDURE

- 37.1 Should an employee believe they have been unjustly dealt with, or that any of the provisions of this agreement have not been complied with, the employee shall discuss the matter with their immediate supervisor, the Master and their union representative in an attempt to resolve the matter subject to dispute. **When an employee is on tour and they perceive that they have missed a promotional opportunity on board the vessel that they are currently working on, they must submit a grievance in writing to the Master within 3 days from the cause of that grievance. The Master must respond to the grievance within 24 hours of receipt of that grievance.** For a dispute 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 **or from receiving the Master's decision in regards to a missed promotion on board the employee's assigned vessel**, the employees and/or designated representative of the Union shall submit the grievance in writing to the Employer. The grievance 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.

A decision will be rendered within twenty-eight (28) calendar days.

Step 2 Within twenty-eight (28) calendar days of receiving decision under **Step 1**, the Local Representative of the Union may appeal in writing to the appropriate person designated by the Employer. A decision will be rendered within twenty-eight (28) calendar days of receiving the 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.

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

37.3 (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.

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

ARTICLE 38 - FINAL SETTLEMENT OF DISPUTES

- 38.1 Failing settlement in accordance with the last step of Article 37 the dispute may be referred by either party to a single arbitrator for final and binding settlement without stoppage of work.
- 38.2 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.
- 38.3 The party requesting arbitration shall submit with its request the names of three arbitrators. If the other party does not agree to at least one of the nominees so proposed, it shall in its turn submit within 21 calendar days to the other party a further list of three arbitrators. If the parties still cannot agree upon the arbitrator to be appointed, the Minister of Labour shall be requested to select an arbitrator, and his selection shall be final.
- 38.4 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.
- 38.5 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.
- 38.6 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.

- 38.7 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.
- 38.8 The time limits as provided herein may be extended by mutual agreement.

ARTICLE 39 - HEALTH AND WELFARE

- 39.1 The provisions of the following group policies, as amended, will apply to employees 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
- 39.2 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 39.1 above.
- 39.3 Employees commencing employment with the Company after 1 January 2006 the Company will cost share 80% Employer and 20% Employee for Extended Supplemental Health Insurance and Dental Care Insurance.
- 39.4 For an 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 the earliest of the following dates:**
- **The termination of their disability**
 - **Termination of employment**
 - **Retirement.**

39.5 For an employee who is absent from work due to a work related injury and is in receipt of Workers Compensation Benefits shall have their extended health, dental and group life insurance benefits extended at the employee/employer cost-sharing rate for a period of time ending the earliest of the following dates:

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

The cost-sharing rate for the benefits noted above for the term of this agreement is 100% paid by the employer.

ARTICLE 40 - LIFE INSURANCE UPON RETIREMENT

40.1 An employee 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 term life insurance policy.

40.2 Commencing 1 April 2008, employees working within Agreement B will be required to contribute to the CAW Sponsored Retiree Medical Subsidy Plan in accordance with the ratification notice letter dated 23 April 2008.

40.3 Commencing 1 May 2008, employees retiring from active service will be eligible for a monthly subsidy in accordance with the ratification notice letter dated 23 April 2008.

ARTICLE 41 - MARINE DISASTER

41.1 Any employee 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 \$1,700 on production of a notarized affidavit detailing the items lost.

ARTICLE 42 - SICK BENEFIT

- 42.1 Any employee, 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 employee 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 employee 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 employee under the conditions stated above.

ARTICLE 43 - INJURED ON DUTY

- 43.1 An employee 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 employee receives Worker's Compensation benefits for the day of the injury in which case the employee will be paid the difference between such compensation and payment for his full shift.

ARTICLE 44 - TRAVEL

- 44.1 Where an employee is required to and has been approved for travel by the company, payment shall be made in accordance with the company's travel policy and procedure. Approval shall be granted by the appropriate shore-based supervisor.

- 44.2 When an employee is required to report to a non terminal port and the employee request to use air travel and the Company deems that it is cost efficient and effective, employees will be provided the opportunity for this mode of travel. For those employees 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 traveling unless the hours are part of their regular tour of duty. Upon arrival at the designated airport, until such time the employee arrives at the non terminal port, they will be eligible for reimbursement of expenses in accordance with the Company's travel policy.
- 44.3 (a) For an employee working in the classification of Liferaft Maintainer (Certified or Uncertified), travel time outside an employee's regular work assignment will be at straight time rates only. If work is performed during travel time, overtime rates will apply. When an employee is away from his normal place of work overnight, 8 hours will be deducted from travel time when accommodations are provided by the company.**
- 44.3 (b) Employees working in the classification of Liferaft Maintainer (Certified or Uncertified), will be reimbursed in accordance with the company's travel policy and procedure for reasonable out of pocket expenses for meals while travelling/working outside his normal work place except when meals are provided by the company. The meal allowance will be reduced if an employee is away for less than three meal periods in any one day.**
- 44.3 (c) Employees called to work at the life raft centre while working on a vessel will not lose time due to weather or awaiting relief.**

ARTICLE 45 - INCOME SECURITY AGREEMENT

- 45.1 The provision of the Marine Atlantic "Income Security Agreement" will apply to employees covered by this Agreement.
- 45.2 For the purposes of Article 7 of the Income Security Agreement:
- (a) Seasonal employees will be defined as those employees 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 employees who entered service prior to 1 January 1970.
- 45.3 For the purpose of Article 5.10 the employee must be employed in the seniority group 6 months prior to the notification provided by the Company in accordance with Article 5.1 of the Income Security Agreement.

ARTICLE 46 - TRAINING

- 46.1 The following conditions apply for payment of travel time that may be involved for employees taking training.
- a) If travel incurred is not additional to that which the employee 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 employee'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

- 46.2
- a) Employees 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 in accordance with the provisions of Article 12.
 - b) 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 employee group, or arrangements are made to offer such training to the senior applicants otherwise qualified for such positions.
 - c) 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.
 - d) Employees undertaking training on a voluntary basis or which is required by regulation in order to maintain certification, 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. Employees, 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.
 - e) The principle of Item d may also apply to employees accepting special assignment (e.g., tours of duty at

shipyards for familiarization with new vessels or maintenance procedures, etc.), where the employee's normal work scheduling is inappropriate.

- 46.3 (a)** Employees selected by the Company as Trainers will receive 5% over the regular rate of pay they would have obtained in the workplace for hours spent training and in preparation for training. Trainers will be selected based upon qualifications, skill, ability and availability to perform the work.
- 46.3 (b)** **Employees selected by the Company as Trainers to provide structured on the job training in the workplace will receive 5% over their regular rate of pay for the hours spent training an employee. Trainers will be selected based upon qualifications, skill, ability and availability to perform the work. This does not apply to orientation, familiarization, job shadowing and supervisory functions.**
- 46.4 (a) Employees who apply to an expression of interest and/or elect to undertake training on company time on a voluntary basis shall be paid at the rate of pay they would have obtained had they been in the workplace during the training period. For unassigned employees without work opportunities, they shall be paid at the hourly rate of their *prime assignment.
- (b) For required training which is classification(s) specific, time shall be paid at the rate of pay of the classification for which the training is required, but not to be less than the rate of pay they would have obtained had they been in the workplace during the training period.
- (c) Employees who are required to attend training on company time which is not classification specific shall be paid at the rate of pay they would have obtained had they been in the workplace during the training period. For unassigned employees without

work opportunities, they shall be paid at the hourly rate of their *prime assignment.

- (d) Should attendance at training result in bank time, the rate of pay for such time shall be in accordance with the above 46.4(a) – (c).

*prime assignment—is the classification in which the employee worked the majority of their time in the previous year

46.5 The company shall provide accommodations and meals in accordance with the travel policy for those employees who are affected by weather delays once training is completed, until such time they are reasonably able to depart the;

- 1) local area where the training was held
or
- 2) employee’s terminal port(s)

whichever is farthest away.

ARTICLE 47 - INTERPRETATIONS

47.1 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.

Articles 48 – 54 Apply to Local 4286 only

ARTICLE 48 - SENIORITY GROUPINGS

48.1 For the purpose of promotion and seniority, employees shall be grouped as follows:

Local 4286

1. Pursers **and** Assistant Pursers.
2. Senior Chief Stewards, Chief Stewards and Assistant Chief Stewards.
3. **Senior Chief Cook.**

Senior Chief Cook seniority list will be established in accordance with the Letter of Understanding attached at page 110.

ARTICLE 49 - OVERTIME AND CALLS

49.1 Except as otherwise provided, time worked by an employee 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.

49.2 (a) Except as otherwise provided, an employee 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 employee who is released from duty after arrival of a vessel at a terminal port and is not on board the vessel 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 employee's regularly assigned hours of duty, in which case the employee shall be compensated as working continuous with the regularly assigned hours of duty.

ARTICLE 50 - STANDBY WAGES

50.1 When a vessel is laid up for overhaul all * Purser and Senior Chief Stewards 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 overhaul and is not to be applicable

to any period when the vessel is out of service for any reason other than customary overhaul.

**This does not refer to the Seniority Groups but to the actual classification of Purser and Senior Chief Steward.*

ARTICLE 51 - REFIT

51.1 Senior Chief Stewards may be required to stay with their vessel during a refit period in order to provide consistent supervision during the period. In this event, change off schedule will be adjusted accordingly. The time required to remain with their vessel will not exceed 30 days.

ARTICLE 52 - DUTIES

52.1 Pursers and Senior Chief Stewards will not be required to perform their regular shipboard duties on shore.

52.2 Should Management require a traffic count, it shall be performed by the Purser during his/her regularly assigned hours while the vessel is sailing.

ARTICLE 53 - HOURS OF SERVICE

53.1 (a) The principle of the 40-hour week is recognized and an averaging period will apply.

(b) Regular working hours shall be assigned by the Company, and shall not be changed without forty-eight hours' notice to the employee 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) For Pursers and Assistant Pursers, regular working hours shall be assigned by the Company, and shall not

be changed without forty-eight hours' notice to the employee 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), or eight (8) hours work, four (4) hours off, four (4) hours of work followed by eight (8) hours off duty shall constitute a day's work. Should hours of work be changed the Company is prepared to regard the position in question as vacant and to rebulletin it upon the request of the Union.

ARTICLE 54- 12 MONTH BULLETIN PREMIUM

- 54.1 Bulletins for the positions of Senior Chief Steward will be posted with a duration period of 12 months to the applicable seniority group.**
- 54.2 Employees will submit applications in accordance with 13.9(g) and the bulletin will be awarded to the senior qualified employee.**
- 54.3 An employee awarded a 12 month bulletin will not be eligible to apply to bulletins posted in accordance with 13.9(d) unless such employee is subject to staff reduction or displacement in accordance with Article 14.**
- 54.4 An employee awarded a Senior Chief Steward bulletin will be provided a premium of \$1 for each regular hour worked or compensated in the classification of Senior Chief Steward.**
- 54.5 The premium will not be paid on overtime hours worked, general holiday bank taken and bank and hole taken.**
- 54.6 An employee relieving in the classification of Senior Chief Steward will be eligible to receive the premium for vacancies resulting from approved unpaid leave of absences.**
- 54.7 When a bulletin position of Senior Chief Steward is expected to be vacant for two tours or greater, the senior qualified relieving employee will be temporarily assigned**

to the vacancy and eligible for the premium until the earlier of the completion of the temporary assignment or the bulletin period.

- 54.8** The initial bulletin period will commence on the first of the month following the date the notice of ratification is received by the Company and will remain in effect with the current incumbent until 30th September, at which time the 12 month bulletin period will commence on 1st October. In the event, that the 12 month bulletin period requires adjustment, the Director of Passenger Services will meet with the Local 4286 President to discuss the Company's intentions.
- 54.9** Employees who become qualified during a bulletin period will be eligible to relieve for vacancies and will be eligible to exercise seniority to a bulletined position during the next bulletin process.

ARTICLE 55- PROFESSIONAL DEVELOPMENT

- 55.1 (a)** When professional development and special event opportunities arise, employees shall be selected to attend based upon their qualifications, previous and anticipated assignments within article 13.9.
- 55.1 (b)** A project refers to work that is not normally and presently performed by employees. When a project is assigned to employee(s), an Expression of Interest will be posted or employees within the relevant classification(s) contacted individually and the assigned employee(s) will be selected based on qualifications, skills, ability and availability to perform the project work, all things being equal seniority shall prevail. The assignment of projects to employee(s) will not be construed to mean that such work is normally and presently performed by employees.

ARTICLE 56- ADDITIONAL CLASSIFICATIONS

- 56.1** 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 wage rate(s).

ARTICLE 57-SEASONAL EMPLOYEE

- 57.1** The intention of this article is to provide employees within Local 4285 the opportunity on an annual basis to apply for the status of seasonal employee.
- 57.2** Annually, normally by 31 July of each year, the company will determine based upon operational requirements the number of employee(s) by seniority group that will be eligible to apply for seasonal status. Applications received by 25th August for seasonal status will be reviewed and approved subject to operational requirements, an employee's qualifications, seniority and available qualified relief. Seasonal employees will be required to apply for positions bulletined for the seasonal working period normally defined as 1 June to 15 September of each year and are subject to recall for vacancies effective 1 June.
- 57.3** As noted in Article 7.1 of the Income Security Agreement, Articles 2 and 5 of that Agreement shall not apply to seasonal employees.
- 57.4** Annually, an employee who is approved seasonal status will be placed on a seasonal seniority list for the applicable seniority group effective the date of approval with the date held from their former seniority group. The employee will not be eligible for work outside of the seasonal working period for the applicable seniority group and will not be able to change their seasonal status election until their recall to work at the commencement of the seasonal working period. If the employee was eligible for benefits prior to electing seasonal status, the employee may maintain Extended

Healthcare and Life Insurance at their own cost.

- 57.5** For any following year, should the employee not re-apply for seasonal status or not be approved for seasonal status, they shall be removed from the seasonality seniority list and be assigned and/or called to work based upon their qualifications and seniority in accordance with the provisions of the Collective Agreement.

ARTICLE 58-ACCOMMODATIONS

- 58.1** **Whenever possible on existing vessels, employees working on that vessel and tour in the following classifications will be assigned a single room furnished in accordance with general standards for the class of the ship:**

Senior Chief Steward, Chief Steward, Assistant Chief Steward, Purser, Assistant Purser, Senior Chief Cook, Bosun, Carpenter and Engine Room Storekeeper.

This will not apply to employees placed on the vessel for purposes other than regular operational duties including but not limited to, familiarization, training, special events and/or projects.

ARTICLE 59-LABOUR MANAGEMENT COMMUNICATIONS

- 59.1** **This will confirm our understanding reached during the course of recent negotiations concerning the formation of a Labour Management Communications Committee. It is agreed that within 90 days of signing the collective agreement the parties will meet to establish and agree on terms of reference for the Committee.**

TERMINATION OF AGREEMENT

This Agreement shall remain in effect until 31 December 2013, and thereafter subject to four 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 2013.

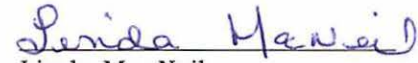
Signed at North Sydney, N.S., this 28th day of August 2012.

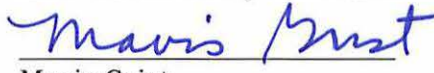
For Marine Atlantic Inc.



Paul Griffir
Acting President & CEO



Denise Forgeron
Labour Relations Manager

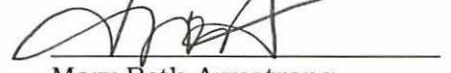
For the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada)


Linda MacNeil
CAW National Representative

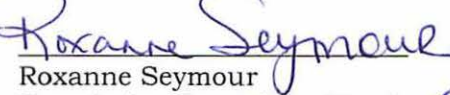

Mavis Grist
President Local 4285

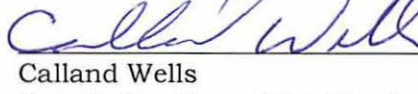

Bill Walsh
President Local 4286


Roxanne Osmond
Vice President Local 4286


Mary Beth Armstrong
Treasurer Local 4286


Eric Carey
First Vice President Local 4285


Roxanne Seymour
Negotiation Committee Member


Calland Wells
Negotiation Committee Member


Rod Rideout
Negotiation Committee Member

MISCELLANEOUS LETTER OF UNDERSTANDING AND MEMORANDUM
OF AGREEMENT

CONTRACTING OUT 13 AUGUST 1985

Mr. W. C. Vance
Regional Vice President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, N.B.
E1C 6L9

Dear Mr. Vance:

With reference to the Brotherhood's concern with respect to contracting out of work, in accordance with our discussions during recent contract negotiations, it is agreed that work presently and normally performed by employees will not be contracted out except:

- (1) when technical or managerial skills are not available from within the Company; or
- (2) where sufficient employees, qualified to perform the work, are not available from the active or laid off employees; or
- (3) when essential equipment or facilities are not available and cannot be made available from Company-owned property at the time and place required; or
- (4) where the nature or volume of work is such that it does not justify the capital or operating expenditure involved; or
- (5) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or
- (6) where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

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.

It is further agreed that 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 officers 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.

In addition, 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 employees. Except in case of emergency, such notice will be no less than 30 days.

Such 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 Regional Vice-President 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.

Should the Regional Vice-President 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.

Where the Union contends that the Company has contracted out work contrary to the foregoing, the Union may progress a grievance by using the grievance procedure which would apply if this were a grievance under the collective agreement. Such grievance shall commence at the Regional Vice-President level submitting 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.

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

MARINE SCHOOL ASSISTANCE PLAN 12 JULY 1990

File: 8300-A-89
8300-B-89

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 has reference to our discussions concerning the Marine School Assistance Plan which will operate as follows:

An employee 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 our 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 employee's regular basic weekly or monthly rate. The allowance will be payable while attending school for the approved term so long as the employee would not have been subject to lay-off or other interruption of earnings in his regular occupation.

The total period for which training allowance may be paid will vary, depending on the type of certificate sought, up to a maximum of 52 weeks for ONI, ONII, 1st Engineer and 2nd Engineer Certificate, and 26 weeks for 3rd Engineer, 4th Engineer and WKM certificates. Approval of an employee's application for assistance for second and subsequent school terms (within the 26 or 52-week period), however, shall be conditional on his having progressed satisfactorily during the preceding term.

The number of employees receiving assistance, in any certificate group, may be limited according to the Company's discretion.

The Company shall also assume tuition fee costs for those employees granted assistance under this plan.

As heretofore, an officer 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.

In approving applications for assistance under this plan the Company shall give recognition to the employee's seniority under the appropriate agreement, 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. In the event of dispute as to the rejection of a senior applicant, I shall remain available to review the circumstances of the particular case personally with you upon request but it shall not otherwise be subject to appeal.

Employees who receive training in accordance with this letter must protect all vacancies, that the training qualified the employee to perform, during the three-year period following the completion of the course.

If you are in agreement with the foregoing, will you please sign and return the attached copies of this letter to me.

Yours truly,

(original signed by)

N. B. Price
Director Human Resources

ACKNOWLEDGED:

(original signed by)

G. T. Murray
Regional Vice-President
CBRT & GW

BUS SERVICE 12 JULY 1990

File: 8300-A-89
8300-B-89

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 will confirm our discussions during recent negotiations regarding the Brotherhood's concern with respect to the future of the CN bus service in Newfoundland.

In the event that CN should no longer operate a bus service in Newfoundland the Company will provide to employees who presently hold passes, transportation to and from work on any replacement bus service.

Yours truly,

(original signed by)

N. B. Price
Director Human Resources
Applicable to Newfoundland Service only

SEASONALITY - I.S. AGREEMENT 12 JULY 1990

File: 8300-B-89

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 will confirm our discussions during recent contract negotiations concerning the question of "seasonality", for purposes of the Income Security Agreement.

In respect to our Newfoundland Service, it is agreed that the Memorandum of Agreement, which defines seasonal employees and the seasonal working period, shall be applied in the following manner for Unlicensed Personnel, Pursers, and Chief Stewards.

1. The number of positions established each year to work in the seniority groups for Unlicensed, Pursers and Chief Stewards in the Newfoundland Gulf Service, 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.
2. The equivalent number of junior vessel employees (in terms of date last entered vessel service i.e., best seniority date) will be identified and regarded as seasonal employees.
3. The seasonal working period specified in the Memorandum of Agreement, shall be regarded as applying solely for seasonal employees, to determine the period, if any, in which benefits are payable to such employees.

4. In order to qualify for benefit, employees shall be required to exhaust all seniority rights, which they may hold in any group, in any vessel agreement in the Newfoundland Service.

This method of applying the 13 August 1985 Memorandum may be cancelled by either party, within ninety (90) calendar days' notice.

Please indicate your agreement by signing and returning the attached copies of this letter to me.

Yours truly,

(original signed by)

N. B. Price
Director Human Resources

ACKNOWLEDGED:

(original signed by)

G. T. Murray
Reg. Vice-President

HOURS OF WORK OF ERA'S ON DAY WORK 29 MAY 1992

File: 8300-B

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 will confirm our discussions during recent contract negotiations in regard to the hours of work for Engineerroom Assistants in our Newfoundland Service on day work.

As discussed, this will confirm that Engineerroom Assistants assigned to day work will be assigned similar hours of work to day working engineer officers with whom they are working on a particular vessel.

Yours truly,

(original signed by)

N. B. Price
Director Personnel & Industrial Relations

SECURITY- PROPERTY OWNERSHIP VERIFICATION MAY 1992

File: 8300-B

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 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

NON-UNION SUPERVISORS PERFORMING WORK JANUARY 24, 1996

Files: 8300-A; 8300-B

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

Dear Mr. Murray:

During our recent negotiations your organization expressed concern about non-union supervisors 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

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, NB
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

LASHING OF VEHICLES

JULY 19,1995

Files: 8300-B

Mr. G. T. Murray
Regional Coordinator
CAW, Room 314
Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

This has reference to discussions during recent contract negotiations relative to the matter of lashing vehicles on our Newfoundland Gulf vessels.

This will confirm that in the event that the Company decides to transfer responsibility for the loading/discharge and tiedown of traffic aboard these vessels, from our shore staff to vessel personnel, the classification of Deckhand will be utilized.

Yours truly,

(original signed by)

L.H. Wilson
Director Industrial Relations

FREE AND REDUCED RATE TRANSPORTATION 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: Free and Reduced Rate Transportation

This has reference to our discussions during recent contract negotiations in regard to free and reduced rate transportation.

This will confirm that Marine Atlantic will continue with the existing free and reduced rate transportation policy for the remainder of the term of the collective agreement expiring 31 December **2013**.

Please indicate your concurrence with the foregoing by signing and returning one copy of this letter.

Yours truly,

(original signed by)

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

(original signed by)

Garry Murray
National Representative - CAW

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

SEXUAL HARASSMENT AND HUMAN RIGHTS 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: Sexual Harassment and Human Rights

This has reference to our discussions during recent contract negotiations relative to a policy on sexual harassment and human rights.

A policy on sexual harassment and human rights shall contain the following provisions:

- a) All employees have the right to a harassment free workplace. Employees engaging in such activity are subject to disciplinary action up to and including dismissal.
- b) Sexual harassment means "any conduct, comment, gesture or contact of a sexual nature that is likely to cause offense or humiliation to any individual that might, on reasonable grounds, be perceived by that individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion."

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

.../2

Mr. G. Murray
Page 2
98.06.24

- c) Personal harassment is a disruptive, work-related problem which can occur in any form and at any level - between peers, supervisor to subordinate, subordinate to supervisor, or employees to clients. It is unacceptable behaviour which denies individuals their dignity and respect, and which threatens to affect the wellbeing or job performance of an individual and is found to be offensive, embarrassing or humiliating.
- d) An employee who alleges that he/she has been subject to harassment may contact the Employee Assistance Counsellor to request assistance with the problem. In the alternative, an employee who alleges he/she has been subjected to harassment may follow the steps contained in the Harassment in the Workplace Policy through the internal redress procedure. Employees maintain the option of filing a formal complaint with the Canadian Human Rights Commission.
- e) The employer shall post a policy regarding harassment in the workplace.

Please indicate your concurrence with the foregoing by signing and returning one copy of this letter.

Yours truly,

(Original signed by)

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

I concur:

(Original signed by)

Garry Murray
National Representative
CAW

**CREWING REGULATIONS AND MARINE CERTIFICATION REGULATIONS 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: Crewing Regulations and Marine Certification
Regulations**

This has reference to our discussions during recent contract negotiations regarding the Union's submissions on Crewing regulations and Marine Certification Regulations.

This is to confirm that Marine Atlantic agrees to provide a maximum of \$200.00 in total to each employee over the life of the collective agreement which expires 31 December **2013** for matters pertaining to any future endorsements requirements required by Transport Canada affecting the employee's present certificate.

Employees will be required to submit proof of purchase (receipt) to the Training Department on an appropriate expense form for payment.

The matters covered will include medicals for Continued Proficiency Endorsements, fees for Continued Proficiency Endorsements and Aids to Hearing and Vision as specified under the Crewing Regulations.

Yours truly,

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

BUY BACK OF PENSION TIME-9 AUGUST 2001

Mr. D. Victor Tomiczek
National Representative
CAW- Canada

Dear Mr. Tomiczek:

Re: Buy Back of Pension Time

This will confirm our discussions during recent contract negotiations relative to the issue of employees being permitted the option to buy back authorized periods of lay-off or authorized leave of absence due to illness for pension purposes

This will confirm that the company is agreeable to permitting eligible employees an election to buy back such time, for pension purposes, subject to the following conditions:

- The time bought back will be for pension purposes only and will not be recognized for any other purposes.
- The program will apply to authorized periods of lay-off or leave of absence illness between January 1959 and December 1991 only.
- The program will be a one-time offer and employees will have a specified limited time to apply.
- The time for conducting the program and duration of application period will be determined by the company.
- The maximum total period of buyback permitted by any employee is limited to a maximum of 60 months inclusive of time previously bought back under article 12.5.5 of the Pension Plan for Employees of Marine Atlantic Inc.
- With respect to periods of authorized leaves of absence due to illness the 24 months maximum for periods of lay-off described in 12.5.5. of the plan shall not apply, but such periods of authorized leave of absence due to illness shall be included in the overall 60 months.

- Active members of the bargaining unit listed in Appendix 19 (Agreement D) will be allowed to buy back non-union time for the period 1970 to 30 June 1975 as applicable subject to the necessary data being available to establish eligibility.
- Each buyback is subject to Canada Customs and Revenue Agency (CCRA) legislation, regulations, rules and limitations which may have to be determined on a case by case basis in consultation with CCRA
- The buyback program can only be implemented after the required plan amendments are approved by the Marine Atlantic Pension Management Committee, the Marine Atlantic Board of Directors, the Federal Office of the Superintendent of Financial Institutions and CCRA.
- This buyback opportunity will apply to employees who are in active service only and will not be applicable to any individual who has terminated service for any reason, including retirement.
- The employee's contribution obligation will be based on current rates of pay of the employee at the time of application for buyback, and employee contribution rates for the buyback will be 7.7% of that part of the employee's compensation which does not exceed the maximum pensionable earnings under the Canada Pension Plan and 9.8% of any amount in excess thereof.
- Any contribution deficiency will accumulate interest as defined in section 1.21 of the Pension Plan for employees of Marine Atlantic Inc.
- Any employee who has attained 35 years of allowable service as defined in the Pension Plan for employees of Marine Atlantic Inc. at this time of application for buyback will not be eligible for the buyback program.

Yours truly,
(Original signed by:)
Rhona Green
Director of Human Resources

I concur:
(Original signed by:)

D. Victor Tomiczek

ADMINISTRATION COSTS 26 JANUARY 2012

Ms. Linda MacNeil
National Representative
CAW- Canada

Re: Administration Costs - Local 4285 & 4286

This will confirm that Marine Atlantic will make a one time payment of **\$27,000** towards administration costs payable to the Union for the Collective Agreement term expiry 31 December **2013**.

Yours truly,

(Original Signed by)

Denise Forgeron
Industrial Relations Manager

PEL FUND 26 JANUARY 2012

Ms. Linda MacNeil
National Representative
CAW- Canada

Dear Ms. MacNeil:

PEL Fund

This has reference to our discussions regarding the CAW – Canada, PEL Fund.

This will confirm the Company will provide funding to the National Union in each year of the three year agreement in the amount of **\$24,000** annually. Such payment will be made for the years **2011** and **2012** upon renewal of the Collective Agreement expiry term 31 December and prior to 30 April for **2013**.

Yours truly,

(Original Signed by)

Denise Forgeron
Industrial Relations Manager

ERA's Watch System 9 August 2001

Mr. D. Victor Tomiczek
National; Representative
CAW- Local 4285

Dear Mr. Tomiczek:

Re: ERA's Watch System:

This will reference discussions during contract negotiations regarding the watch system for ERA's.

As stated it is agreed that ERA's shall maintain the same watch as engineers.

Yours truly.

Original Signed By

Rhona Green
Director of Human Resources

TRANSPORTATION PROGRAM 29 SEPTEMBER 2010

**Ms. Linda MacNeil
National Representative
CAW- Canada**

Dear Ms. MacNeil:

Re: TRAVEL ALLOWANCE

For the life of the Collective Agreement, when an employee is to be provided financial assistance towards the travel costs of reporting to and from work, the employee will be paid in accordance with the Travel Allowance introduced on 15 January 2010.

Yours truly,

**Denise Forgeron
Industrial Relations Manager**

STUDENT EMPLOYMENT PROGRAM 7-JAN-2008

Letter of Understanding

Linda MacNeil
CAW National Representative
Sydney NS B1P 1V7

Re: Student Employment Program

The parties agree to implementation of a student employment program based on the following employment criteria:

Students will:

1. Become members of Local 4285
2. Be covered by the collective agreement and will be entitled to the rates of pay and benefits of the agreement that would be applicable to them during their terms of employment.
3. Be hired to work during the period 1 July to 31 August of each year subject to work availability.
4. Not be subject to the recall provisions of the collective agreement during the period 1 September to 30 June of each year and will not be entitled to any of the benefits of the collective agreement during that period **except as noted in 11 below.**
5. Normally be included in the student program for not more than four summers. Any extension beyond four **summers** will require documentation from the educational institution and approval of Marine Atlantic Inc.
6. Be re-employed subject to satisfactory work performance during their prior term of employment. Any performance issues will be addressed during each employment period.
7. Be required to provide proof of full time education prior to commencing student employment each year. Full time education will include enrolment in **a minimum of three courses per term or equivalent at a University, College or other recognized post secondary educational institution.** Full time education does not include distance education.
8. Be maintained on a separate seniority list which will be appended to the bottom of the applicable global seniority list each year prior to any new hires who commence work after July 1 of that year.

9. Be **maintained on** the applicable global seniority list at such time as they advise Marine Atlantic that they are no longer in a full time educational program and that they wish to maintain employment with Marine Atlantic and be subject seniority provisions of the collective agreement for recall and layoff. That notification must be received **on or before 31 August**. If it is not received at that time the transition from student employment will be implemented the following 1 July.
10. Not be allowed to revert to student employment status following 9 above.
11. **If, subject to work availability, a student wishes to accept work opportunities in June or September in accordance with the collective agreement, the student must provide the Crew Calling department with their availability no later than 15 May for work in June and no later than 15 August for work in September.**
12. **A student's choice to accept work during June or September will not affect the student's seniority status as noted in 8 above.**

Yours truly,

(Original Signed by)

Rhona E. Green
Director Human Resources

RELIEF WORKER 11 JULY 2008

Letter of Understanding

Linda MacNeil
CAW National Representative
Sydney NS B1P 1V7

Re: Relief Worker

The intention of this letter of understanding is to provide the Company during fixed periods, such as summer season, planned work periods or refits, the ability to obtain additional workers when insufficient qualified assigned, laid off or spare employees are available to perform the required work. This letter will remain in effect for the term of this Collective Agreement.

When it is identified that additional staff will be required to meet staffing needs in addition to the bulletined positions and/or vacancies resulting from bulletined positions, prior to the utilization of relief worker(s) an expression for banked time (up to 45 days continuous work) will be posted. Should there be insufficient qualified employees to meet the staffing demands, relief workers will be utilized.

The use of relief workers shall not prevent an employee from exercising their displacement rights in accordance with Article 14 and/or Article 13.7.

Annually, in accordance with Article 12, an expression of interest for the opportunity to transfer to the unlicensed Deck and/or Engine room seniority group will be posted for the period 1 July to 31 August.

A relief worker will be hired for a fixed period for the purpose of short-term assignments or special projects and not exceed beyond 60 working days. The relief worker shall receive the rate of pay as specified in the collective agreement and their hours of work shall be in accordance with Article 19 and 21 and they shall pay union dues in accordance with Article 9. A relief shall not establish seniority. Vacation shall be paid as a percentage of pay with the relief worker's monthly pay.

A relief worker shall not be entitled to enroll in the Company's group benefit plans or the pension plan. The Income Security Agreement shall not apply to a relief worker.

Articles of the collective agreement that do not apply to relief workers shall be: Articles 10,11,12,13,14,25,33,39,40,45 and 48.

Letters of Understanding of the collective agreement that do not apply to relief workers shall be:

Crewing and Marine Certification Regulations
Income Security Agreement

Yours truly,

Denise Forgeron
Industrial Relations Manager

CONTRACT NEGOTIATIONS 29 SEPTEMBER 2011

Letter of Understanding

**Linda MacNeil
CAW National Representative
Sydney NS B1P 1V7**

Re: Contract Negotiations

This will confirm that Marine Atlantic Inc. will provide five members of the bargaining committee (two from Local 4286 and three from Local 4285) who are employed by Marine Atlantic with a work pass to travel on the Marine Atlantic ferries to attend pre bargaining and collective bargaining sessions. Travel will be subject to space availability at the time of the reservation.

The names of the bargaining committee shall be provided to the Human Resources Department. The Human Resources department will make the reservation for a vehicle, passenger and a cabin subject to request and confirmation of the pre bargaining or bargaining committee sessions.

Yours truly,

**Denise Forgeron
Industrial Relations Manager**

SENIOR CHIEF COOK SENIORITY LIST 25 JANUARY 2012

Senior Chief Cook Seniority List

Effective the first of the month following the date notice of ratification is received a seniority group in Local 4286 will be established for the classification of Senior Chief Cook.

Employees holding interprovincial journeyman certificates in cooking who have worked in the classification of Senior Chief Cook or Chief Cook will be placed on the seniority list in the order they appear on the Passenger Services Department seniority list.

The following employees will be deemed qualified and eligible to exercise seniority as a Senior Chief Cook to an assigned position in the next bulletin period following implementation of the Senior Chief Cook seniority list:

- a) employees who have worked as a Senior Chief Cook within the last five years prior to the establishment of the seniority list,
- b) employees who have worked as a Chief Cook for a total of 6 months (1080 hours) within the last three years prior to the establishment of the seniority list.

The required hours may be lessened at the sole discretion of the Director of Passenger Services.

Employees who do not meet the criteria above will be deemed qualified and eligible when they complete a total of 6 months (1080 hours) as a Chief Cook after the establishment of the seniority list less any hours worked as a Chief Cook within the last three years prior to the establishment of the seniority list. When seniority provides for these employees to be recalled to work as a Senior Chief Cook they will be assigned in accordance with their seniority as a Chief Cook until such time as the required hours are completed. If the Chief Cook rate is equal or higher than the employee's assignment they must accept assignment as Chief Cook or their name will be removed from the Senior Chief Cook seniority list.

Upon establishment of the seniority list, qualified employees will be called for vacancies in accordance with Article 13.9 (a) and (b) but seniority forfeiture provisions will not be applied until the

commencement date of the next bulletin period following implementation. Seniority provisions regarding recall and forfeiture will be applied effective the commencement date of the next bulletin period following implementation of the Senior Chief Cook seniority list.

Employees who have established seniority and require development for the assignment will participate in a career development planning session with the Director of Passenger Services. The employee may have a union representative accompany them to this meeting.

Employees who have not held the position of Sr. Chief Cook or Chief Cook as outlined in (a) and (b) will be required to successfully complete required training being offered by the company and paid at the rate of Sr. Chief Cook and establish a commitment according to Article 12 (Commitment Hours). An employee who refuses such training will forfeit seniority in this group.

An Expression of Interest will be posted the month following the date notice of ratification is received to employees in all groups within Agreement B. Employees who applied to the Expression of Interest posted in August 2011 and the Expression of Interest to be posted following ratification that are successful in obtaining their interprovincial certificate in cooking within 9 months from the date the Senior Chief Cook seniority list is established will be placed on the seniority list in the manner referenced above. This time limit will be reviewed for reasonableness compared to the available dates for interprovincial preparation course and testing dates.

When additional employees are required for this classification, an Expression of Interest will be posted in accordance with Article 12. Successful applicants will establish a seniority date based upon the first day worked as a Senior Chief Cook.

The effective rate of pay for Senior Chief Cook will be adjusted to the same rate of pay in effect for the Purser and Chief Steward classifications on the date the Senior Chief Cook seniority list is established.

CHIEF COOK SENIORITY LIST 25 JANUARY 2012**Chief Cook Seniority List**

Effective the first of the month following the date notice of ratification is received a seniority group in Local 4285 will be established for the classification of Chief Cook.

Employees holding interprovincial journeyman certificates in cooking who have worked in the classification of Senior Chief Cook or Chief Cook will be placed on the Chief Cook seniority list in the order they appear on the Passenger Services Department seniority list.

Employees will be deemed qualified and eligible to exercise seniority as a Chief Cook to an assigned position in the next bulletin period following implementation of the Chief Cook seniority list.

Upon establishment of the seniority list, qualified employees will be called for vacancies in accordance with Article 13.9 (a) and (b) but seniority forfeiture provisions will not be applied until the commencement date of the next bulletin period following implementation. Seniority provisions regarding recall and forfeiture will be applied effective the commencement date of the next bulletin period following implementation of the Chief Cook seniority list.

Employees who have established seniority and require development for the assignment will participate in a career development planning session with the Director of Passenger Services. The employee may have a union representative accompany them to this meeting.

Employees who establish seniority, if not already completed, will be required to successfully complete required training being offered by the company and paid at the rate of Chief Cook and establish a commitment according to Article 12 (Commitment Hours). An employee who refuses such training will forfeit seniority in this group.

An Expression of Interest will be posted the month following the date notice of ratification is received to employees in all groups within Agreement B. Employees who applied to the Expression of Interest posted in August 2011 and the Expression of Interest to be posted following ratification that are successful in obtaining their interprovincial certificate in cooking within 9 months from the date the Chief Cook seniority list is established will be placed on the seniority list in the

manner referenced above. This time limit will be reviewed for reasonableness compared to the available dates for interprovincial preparation course and testing dates.

When additional employees are required for this classification, an Expression of Interest will be posted in accordance with Article 12. Successful applicants will establish a seniority date based upon the first day worked as a Chief Cook.

QUARTERMASTER SENIORITY LIST 25 JANUARY 2012**Quartermaster Seniority List**

Effective the first of the month following the date notice of ratification is received a seniority group in Local 4285 will be established for the classification of Quartermaster.

Employees who are listed on the current Qualified list will be placed on the Quartermaster seniority list in the order they appear on the Unlicensed Deck Department seniority list.

Eligible employees working within the Unlicensed Deck seniority group will be provided the opportunity to exercise seniority as a Quartermaster to an assigned position for which they are qualified in the next bulletin period following implementation of the Quartermaster seniority list.

Upon establishment of the seniority list, qualified and eligible employees will be called for vacancies in accordance with Article 13.9 (a) and (b) but seniority forfeiture provisions will not be applied until the commencement date of the next bulletin period following implementation. Seniority provisions regarding recall and forfeiture will be applied effective the commencement date of the next bulletin period following implementation of the Quartermaster seniority list.

When filling vacancies within Article 13, qualified employees working in the Unlicensed Deck seniority group will be eligible to be recalled first, if unable to fill in accordance with the applicable recall provisions for those working within the Unlicensed Deck seniority group then qualified employees working in other seniority groups will be recalled in seniority order.

An Expression of Interest will be posted the month following the date notice of ratification is received to employees working in the Unlicensed Deck seniority group who are not listed on the Qualified list. Employees identified by Operations as requiring training will be required to successfully complete such training and establish a commitment according to Article 12 (Commitment Hours) and will be placed on the Quartermaster seniority list in the order they appear on the Unlicensed Deck Department seniority list. The employee must accept assignment in accordance with Article 12.4 or their name will be removed from the Quartermaster seniority list.

For employees not working in the Unlicensed Deck seniority group, they will establish seniority in the order they appear on the Unlicensed Deck seniority list if they accept assignment in accordance with Article 12.4 upon recall or displacement. The employee will be required to successfully complete any identified training and establish a commitment according to Article 12 (Commitment Hours).

In future, when additional employees are required for this classification, an Expression of Interest will be posted in accordance with Article 12. Successful applicants will establish a seniority date based upon the first day worked as a Quartermaster.

The effective rate of pay for Quartermaster will be adjusted to a rate of pay of \$24.851 on the date the Quartermaster seniority list is established.

ENGINE ROOM RATING 25 JANUARY 2012**ENGINE ROOM RATING CLASSIFICATION**

Effective 1st of the month following the date of notice that ratification is received by the Company, there will be two classifications for Engine Room Assistants within the Unlicensed Engineroom Department seniority list.

The two classifications will be as follows:

- (1) Engine Room Assistant uncertified at \$23.406
- (2) Engine Room Rating at \$23.976

(1) The classification of Engine Room Assistant uncertified will be provided an hourly rate equal to the Ordinary Deckhand classification.

(2) The classification of Engine Room Rating will be provided an hourly rate equal to the Deckhand/Bridgeward classification.

Employees who hold seniority in the Unlicensed Engineroom Department on the 1st of the month following the date of notice that ratification is received by the Company who do not possess a valid Engine Room Rating certificate will be grandfathered at the previous hourly rate of pay of Engine Room Assistant with applicable rate increases until such time they obtain the Engine Room Rating certificate.

Employees commencing work as an Engine Room Assistant on or after the 1st of the month following the date of notice that ratification is received by the Company who do not possess a valid Engine Room Rating certificate will obtain the rate of Engine Room Assistant uncertified.

Employees will be required to submit valid certificates to the Crew Calling department and adjustments to an employee's rate of pay will only be effective from the date the required documentation is received.