

MEMORANDUM OF AGREEMENT

Between

**THE ST. LAWRENCE SEAWAY MANAGEMENT
CORPORATION**



**Corporation de Gestion
de la Voie Maritime
du Saint-Laurent**

**The St. Lawrence
Seaway Management
Corporation**

- and -

UNIFOR LOCALS 4211 & 4319



Whereas the collective agreement between the parties expired on March 31, 2021;
And whereas the parties have bargained collectively to renew said collective agreement;
Now therefore parties agree one with the other as follows:

1. The renewal collective agreement shall commence on April 1, 2021 and terminate on March 31, 2023.
2. The agreed to items that require a change to the collective agreement are set out in Appendix "A", otherwise the status quo applies.
3. The agreed to items that do not require a change to the collective agreement are set out in Appendix "B" but form part of this Memorandum.
4. Only wages are retroactive to April 1, 2021.
5. The Corporation shall pay \$250 to each current employees in the bargaining unit as of the date of ratification. Said payment shall be made forthwith after ratification.
6. The parties agree to unanimously recommend this Memorandum to their principals and their members respectively.

Dated this 14th day of November 2021.

For the Corporation

For the Union

APPENDIX “A”

GENERAL

replace with the following statement:

Wherever the masculine gender appears in this agreement, it shall mean the neutral gender unless the context requires otherwise.

L'utilisation du genre masculin dans cette convention inclut tout autre genre a moins que le context ne l'exige autrement.

2.1 No change to English version required.

AFFECTATION – Fonction assignee a un employe de la Corporation en ce qui concerne la duree, le lieu et le poste.

2.5 No change to English version required.

EMPLOYE LICENCIE – Un employe exclu du service de la Corporation en reason de l'abolition de some poste our pace qu'il a ete supplante par une autre employe dans l'exercise de ses droits d'anciennete.

2.6 LOCAL AREA- two local areas are covered by this Agreement: Maisonneuve Region which includes the Monteregie Canals and Iroquois Canal and the Niagara Region which includes the Welland Canal.

2.12 SPOUSE – the person

- i) **Who is legally married to the employee through an ecclesiastical or civil ceremony or;**
- ii) **Who, although not married to the employee have been living with for at least 12 continuous months. This includes any period you were separated for less than 90 days because of a breakdown in the relationship or;**
- iii) **Who is the parent of your child by birth or adoption or have custody and control of your child (or had custody and control immediately before the child turned 19 years of age) and your child is wholly dependent on that person for support.**

4.1 Necessary leave of absence without pay may be granted to employees covered by this Agreement for the purpose of attending seminars or conventions of the Union and may also be granted to such employees as are elected or appointed to position in the employ of the Union but leave under this Article must be expressly approved by the Corporation and such approval will not be unreasonably withheld.

For the purpose of continuity of pay, the Employer will continue its practice to pay the employees who are granted a leave of absence as outlined above and then shall invoice the Local Union in order to obtain reimbursement. The Local Union will provide reimbursement within thirty (30) days of receipt of the Employer's detailed quaterly invoice.

- 4.3 For the French version only - change “utilise” to “fournit” (first line, sixth word)
- 4.4 The Corporation will provide a copy of the collective agreement in booklet form to the employees covered by this agreement within ~~sixty (60) days of its signature by the parties~~ **ninety (90) days of the ratification date**. Union representatives will receive booklets containing both versions, and the text of the agreements will be published on the Intranet.

[No collective agreement provision requires a change but the Corporation will provide the Union with 20 additional hard copies of the collective agreement for each Region.]

- 4.5 Along with the National Representative(s) of the Union, the Union agrees that two (2) employees be elected, so that both of the Regions are represented, so that these ~~three~~ individuals are solely authorized to transact business with the Corporation on behalf of the Union. The Union will provide the Corporation with the names of these ~~two~~ individuals. The Union further agrees that any agreement reached by the Corporation with either of the elected representatives and the National Representative(s) shall only be binding on the Region from which the representative was elected. For the agreement to be binding on both Regions, all **four (4)** individuals must enter into the agreement.

- 5.1a) The Employer hereby agrees to deduct from the every pay of each employee coming within the scope of this Collective Agreement an amount equal to the union dues established by the Union and, in the case of new employees, an initiation fee also established by the Union, and to remit the total of such deductions by cheque, not later than the fifteenth (15th) day of the month following the month for which the dues were deducted, to the Local’s financial secretary. The Employer shall provide monthly to the Local’s shop committee and financial secretary a seniority list which shall include the following information for each employee:

- last and first name
- full address
- telephone number
- seniority date
- occupation
- status
- hourly rate
- number of hours for which the union dues were calculated
- monthly amount of union dues deducted from the employee’s pay
- the month for which the due were deducted
- if no deduction was made for an employee, the reasons for this
- the names of all active and inactive employees
- the Employer’s resource person and their contact information

b) In addition, in cases where an employee leaves the bargaining unit and/or the Corporation, the Corporation shall deduct from the employee’s final pay or vacation pay an amount equal to the full amount of the union dues owing. The Corporation shall notify the Union as promptly as possible of the departure of any employee from the bargaining unit.

c) The amount of the union deductions must appear on the T-4 and Statement 1 forms, in accordance with the various regulations of the organizations involved.

- 5.4 Delete in its entirety.

6.3 The joint local Workplace Health and Safety Committee (JWHSC) will be comprised as follows:

In Niagara Region, a total of no more than twelve (12) members, six (6) members elected or appointed by the Union, [four (4) from the Operational and Maintenance Group bargaining unit and two (2) from the Supervisory Group bargaining Unit] and up to six (6) management members.

In the Cornwall Headquarters, a total of six (6) members, two (2) members elected or appointed by the Union [both from the Cornwall Headquarters bargaining unit], two (2) non-unionized employee members and two (2) management members.

In Maisonneuve Region, the JWHSCs will be comprised as follows; In Iroquois a total of no more than four (4) members, two (2) members elected or appointed by the Union [both from the Operational and Maintenance Group bargaining unit] and up to two (2) management members. ~~In Beauharnois a total of four (4) members, two (2) members elected or appointed by the Union (both from the Operational and Maintenance Group bargaining unit) and two (2) management members.~~ In Montregie Canals no more than ten (10) members, five (5) members elected or appointed by the Union [three (3) from the Operational and Maintenance Group bargaining unit and two (2) from the Supervisory Group bargaining unit] and up to five (5) management members.

Each member of the JWHSC shall be ~~certified~~ **trained** as required. During all absences, both parties shall recognize a substitute member as designated.

The role of the co-chair shall rotate between a member from the Operational and Maintenance Group bargaining unit and the Supervisory Group bargaining unit.

6.5 Effective January 1, 2022 increase to \$250.00

8.1 Step 2

If a complaint or grievance is not adjusted to the satisfaction of the Union under Step 1, it will be taken up within twenty (20) days with the ~~Regional~~ Vice President, or in his absence his designate, who will render his decision within fifteen (15) days.

A Policy Grievance related to the provisions of this Agreement shall be submitted at Step 2.

9.3 Employees with the same seniority date shall be ranked on the seniority list **based on their time and date they entered the bargaining unit** ~~as determined by a draw, supervised by the Corporation with the Local Chairperson present.~~ Seniority lists shall be ~~posted in January of each year~~ **available electronically to all employees.** Such lists shall show names, positions, and established dates of entry into the service. ~~Copies of the lists shall be furnished to the local officers of the Union.~~

9.4 Delete in its entirety.

ARTICLE 11 CONTRACTING-OUT

Work normally performed by employees in the Supervisory Bargaining Unit shall not be contracted out or assigned to Seaway personnel outside the Unit if this would result in the reduction of salary or the lay-off of employees in the Unit. **The Corporation undertakes to**

discuss its contracting out requirements during Union Management Consultation Committee meetings.

ARTICLE 14 CAREER DEVELOPMENT

The parties to this Agreement share a desire to improve professional standards by giving employees the opportunity in various on-the-job training and development courses and programs. Associated expenses are defrayed as per the Corporation's Employee Learning and Development Policy. **The parties understand that the Corporation's financial resources for career development are limited, but employees are encouraged to apply for reimbursement of any additional learning and development expenses. The Corporation undertakes to consider all such additional expenses.**

- 15.6 A laid-off employee who desires to return to the employment of the Corporation when work is available for him, must keep the ~~Manager~~ Human Resources ~~Services~~ **Department** informed a by email at HR-RH@seaway.ca and the Local Chairperson concerned advised of his address in order that he may readily be located.
- 15.7 Status quo for both the English and French version – but for the French version change “postes vacants” to “des postes deviennent vacants”
- 15.8 A laid-off employee who fails to report for duty on the day required, or to give a satisfactory reason for not doing so, by registered mail **or by email** within ten (10) days from the date of notification, shall forfeit his seniority rights and his name shall be struck off the applicable seniority list. The fact that a laid-off employee is employed elsewhere shall be a satisfactory reason for not reporting for duty where the position is temporary.
- 15.10 The provisions of the Canada Labour Code shall apply in the case of a technological change as contemplated in **Section 51 and all other applicable sections** of the Labour Code.

ARTICLE 16 ACCOMMODATION

In French version change title of “Accommodation” to “Accommodement”

17.5 Shift Premiums

- 3rd shift increase from \$1.00 to \$1.15
- 1st shift increase from \$1.20 to \$1.35

Appendix “K” - 12 hour shift premium increase from \$1.46 to \$1.67

- 19.1 All employees shall be paid at their regular or acting rates which were applicable on the day before the holiday:

For those working in the Province of Quebec:

New Year's Day, Good Friday, Easter Monday, National Patriots' Day, Fête Nationale, Canada Day, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, the third Monday of February and any other day expressly authorized by the Federal Government.

For those working in the Province of Ontario:

New Year's Day, Good Friday, Easter Monday, Victoria Day (Queen's birthday), Canada Day, Civic Day, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, the third Monday of February and any other day expressly authorized by the Federal Government.

Balance of clause status quo

22.4a) up to five consecutive working days (midnight to midnight) in the event of the death of a spouse (~~including common law spouse resident with the employee for at least one (1) year~~), parents, children, sisters and brothers;

22.7 The Corporation shall recognize compassionate care leave as per section 206.3 of the Canada Labour Code.

24.5 Employees shall be paid every second Thursday, for the period ending on the Sunday that precedes the last full week of work. Where direct bank deposit applies, the deposits will be made no later than the opening of banking hours on the pay day described above, an electronic pay slip detailing earnings and deductions will be available to the employee every pay day. **Where the employee is required to reimburse the Corporation for any reason, the Corporation and the employee shall discuss a repayment plan. Depending on the amount to be reimbursed, the Corporation endeavours not to deduct more than two hundred dollars (\$200.00) from any pay.**

28.1 Employees covered by this Agreement will not be disciplined or discharged **without just cause** until the charges against them have been investigated or substantiated.

Balance of clause status quo

28.3 An employee's Manager may give written reprimands but suspension or dismissal may only be imposed after the hearing of a charge by a ~~Regional~~ Vice-President or his designate. Unless a meeting as outlined in article 28.2 has already been held an employee may elect for such a meeting before a written reprimand is placed upon his service record.

28.4 A charged employee may be held out of service by his Manager for a period not to exceed three (3) days, pending investigation by the ~~Regional~~ Vice-President or his designate and the officer ordering the holding out of service must immediately advise the employee in writing of the charge or charges against him.

28.5 Charges referred to the ~~Regional~~ Vice-President or his designate shall be investigated by him as soon as possible at a hearing at which the charged employee is entitled to be present and to be represented by no more than two (2) Union representatives.

Once the Vice-President or his designate feels he possesses the necessary information prior to the meeting with the employee and the information substantiates the possibility of wrongdoing by the employee he shall advise within five (5) days the employee of the anticipated date of the hearing of the charges.

28.6 The ~~Regional~~ Vice-President or his designate shall decide whether a charge referred to him is substantiated and if so the discipline to be imposed or whether the charged employee is exonerated. In the event his decision involves disciplinary measures he shall within five (5) of the hearing notify the charged employee and where the employee has chosen to be represented, the Local Chairman and President, in writing, of the decision and the employee's right to appeal.

29.3 Notwithstanding Appendix "F", the SLSMC Private Pension Plan contribution amounts shall be maintained as follows: Employee contribution at 50% - Corporation contribution at 50%, for the duration of this collective agreement.

Contributions shall be based on the actual service costs as set out in **the Corporation's previous calendar year 2017** annual pension plan evaluation **and the current year's YMPE/YAMPE.**

At no time shall employees be entitled to a contribution holiday.

~~Employee contribution rates on pensionable earnings shall be based on the following:~~

	Up to YMPE (\$55,900)	Over the YMPE (\$55,900)
2021	9.75%	13.75%
2022	9.75%	13.75%
2023	9.75%	13.75%

29.4 **Employee's must provide the Corporation with a minimum of one (1) month notice of their retirement date.**

ARTICLE 31 DURATION AND RENEWAL

The Agreement shall remain in effect until March 31, ~~2021~~ **2023** and thereafter subject to one hundred and twenty (120) calendar days' notice in writing from either party of the desire to revise, amend or terminate, such notice may be served at any time subsequent to December 1, 2022.

APPENDIX A

- Effective April 1, 2021 a general increase of 2.5%
- Effective April 1, 2022 a general increase of 2.5%

APPENDIX K (to be updated with the Agreement on the Corporation's intranet)

2. DURATION OF MEMORANDUM OF AGREEMENT

Delete

3. PRELIMINARY CONDITIONS (delete and replace with the following)

Neither the Corporation nor the Union shall terminate the project without the consent of the other.

APPENDIX I

I refer to our discussions on the above matter during the ~~2005~~ **2021** Supervisory Group collective bargaining sessions.

On trial basis for the term of this collective agreement, the Corporation undertakes to apply the following:

“When navigation extends to ~~Christmas Day~~ **New Year’s Day** in any canal, the Corporation will ensure that the navigation rules regarding earning of compensatory leave associated with the Christmas, Boxing Day and **New Year’s Day** holidays will continue until all shift employees on the canal have had the opportunity to avail themselves of the aforementioned rule. If there is minimal or no navigation during the period of the extension of the navigation rules, employees will be allowed to take annual leave during this period.”

Sincerely

APPENDIX M

Modify the address to 115 Gordon Baker Street, Toronto, Ontario M2H 0A8

APPENDIX N

Modify the address to 115 Gordon Baker Street, Toronto, Ontario M2H 0A8

APPENDIX Q

Re: Medical Examinations – Attending Physician

I refer to discussions in the course of collective bargaining 2021 regarding independent medical evaluations. The parties accept the common approach pertaining to the employee’s choice of the attending physician for medical examinations. However, the Corporation reserves the right to have an employee attend for an independent medical evaluation. The Union and Corporation shall agree upon the service provider who shall refer the employee to a specialist to perform the independent medical evaluation. The report of the specialist shall be accepted by the Union, the Corporation and the Employee as binding.

Letter of Undertanding: re Pay Period Alignment

The Corporation hereby undertakes to offer employee two options to repay:

- 1) employees could opt to simply repay on their final pay or**
- 2) one time option to amortize the repayment over 8 months.**

Employees will be asked to elect by April 1, 2022, and should they choose option #2, deductions would begin May 1, 2022 until December 31, 2022.

APPENDIX “B”

ARTICLE 21 SICK LEAVE (no change to collective agreement)

The Corporation hereby puts the Union on notice that it shall be outsourcing the administration of its sick leave plan. No change to the collective agreement is required.

ARTICLE 23 HEALTH AND WELFARE (no change to the collective agreement)

Add/increase the following benefits:

- 1 – Laser Eye surgery – \$1250.00 life time
- 2- Psychologist - \$50 per visit up to \$500 max per year.
- 3 – Eye wear \$350 every 2 years.
Eye exam – every 2 years

APPENDIX “K”

Clarity Note: (page 41 App Ka) shall be updated to reflect the currently applied 12 hour shift schedule)

And the grievance regarding the shift schedule is settled and withdrawn

Letter of Understanding re: 4-day week for employees other than shift employees (not to be added to the collective agreement)

The parties agree to establish a committee to review and assess the potential for a four (4) day work week for employees other than shift employees during the term of this collective agreement. This committee will be comprised of representatives from the S-Group and management. The committee will provide its recommendation to the Corporation no later than six (6) months prior to the expiration of this collective agreement.

Notice: not required in collective agreement

The Corporation hereby puts the Union on notice that the temporary change during the pandemic to its Flex Policy to no longer allow employees to accumulate banked hours will continue until the conclusion of the pandemic and employees return to the office.

Letter of Undertaking: re UMCC (not to be included in the collective agreement)

The parties discussed the Union’s issues regarding contracting out and bargaining unit work. The Corporation proposed and the Union accepted that such issues should be further discussed at the Union Management Consultation Committee. The Corporation hereby undertakes to call such a meeting within the first quarter of 2022 and to ensure that this issue is included on the agenda.