

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 4212, 4320 & 4323



Whereas the collective agreement between the parties expired on March 31, 2021;

And whereas the parties have bargained collectively to renew said collective agreement;

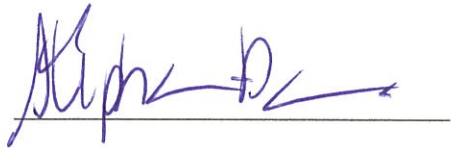
Now therefore parties agree one with the other as follows:

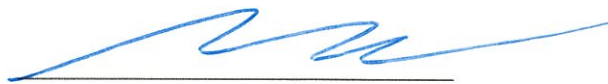
1. The renewal collective agreement shall commence on April 1, 2021 and terminate on March 31, 2023.
2. The agreed to items that require a change to the collective agreement are set out in Appendix "A", otherwise the status quo applies.
3. The agreed to items that do not require a change to the collective 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.

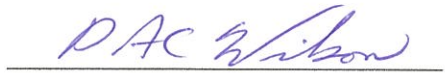
Dated this 1st day of October 2021.

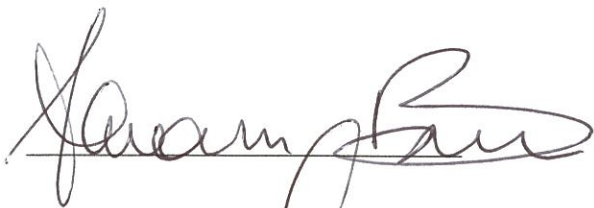
For the Corporation





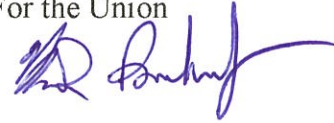




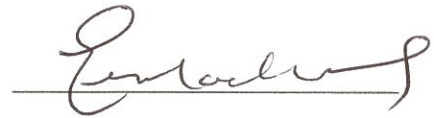




For the Union



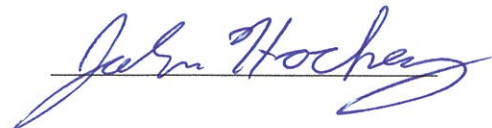














APPENDIX "A"

GENERAL

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

All dates listed in the Collective Agreement must be changed to reflect the new Collective Agreement dates.

3.4 The Corporation shall supply to the Local Chairperson a copy of the following information at the end of each month:

c) The published telephone numbers **and home addresses** of said O & M employees.

3.5 The Corporation will provide a copy of the collective agreement in booklet form to the employees covered by this agreement within ~~sixty (60) days of its signature by the parties~~ **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.

5.1 Step 2 – Grievance

If the complaint is not adjusted to the satisfaction of the Union and the employee concerned under Step 1, the Union may file a grievance, **individual or group**, with the concerned employee's manager. Should the Union choose to file a grievance it must do so within ten (10) days of the Step 1 decision or in the absence of a Step 1 decision within ten (10) days of the expiration of the Step 1 time limit to make a decision. **The Parties shall then meet to discuss the grievance and each party shall be represented by no more than two (2) representatives.** The ~~manager~~ Corporation shall render ~~his~~ its decision within fifteen (15) days.

Step 3

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

5.2 If the Union and the Corporation are unable to agree to the adjustment of any grievance either party may, in writing, within **thirty** ~~sixty (60)~~ **(30)** calendar days, refer the grievance to an Arbitrator. Should neither party choose to refer the grievance within the time period herein, the grievance shall be deemed to have been abandoned.

5.3 The parties agree to name Mr. Tom Hodges, Mr. Graham J. Clarke, Ms. Christine Schmidt, and **Johanne Cavé** as sole Arbitrator, to arbitrate all outstanding grievances under this Agreement.

If Mr. Hodges, Mr. J. Clarke, or Ms. Schmidt cannot find an available date within ninety (90) days for a hearing, the parties agree to name another Arbitrator to hear the case.

The selection of an Arbitrator shall be made by mutual agreement between the parties for each case. If mutual agreement cannot be reached as to the selection of an Arbitrator, either party may then request the Federal Minister of Labour to appoint an Arbitrator.

5.11. **Policy grievances shall be addressed to the HR Manager. This Manager shall have fifteen (15) days to communicate their decision to the Union.**

6.1 a) **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.**

7.5 Where direct bank deposit applies, a pay slip detailing earnings and deductions will be made available electronically to the employee no later than Thursday. **Employees are directed to contact Payroll Services to address any pay slip issues.** Direct deposits will be made no later than the opening of banking hours each Thursday morning. When Thursday coincides with a holiday, the deposit will be made on the preceding workday.

7.6 Wage Increases

Effective from April 1, 2021 to March 30, 2024, all hourly rates of the wage scales are increased as outlined in Appendix "A" and below:

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

8.5 Employees required to wear safety footwear because they hold positions designated in the Corporation's Safety Footwear Policy shall be paid an amount of ~~\$185.00~~ **\$250.00** effective January 1, 2022 for cost reimbursement of purchasing every year or every two years such safety footwear, as per the applicable footwear payment schedule, thereby wearing at work safety footwear in good condition. Special consideration shall be given to employees with foot deformities.

10.5a) The name of an employee who is promoted from a position covered by this Agreement to an excepted or Supervisory Group position with the Corporation shall be continued on the seniority list of the group from which promoted and he shall retain his date of seniority while so employed for a period of ~~one (1) year~~ **nine (9) months**. ~~Thereafter, the employee's seniority date shall be adjusted to reflect non-accrual of seniority for a subsequent period of up to two (2) years.~~ At the conclusion of the ~~three (3) month~~ **nine (9) months** period, the employee's name shall be removed from the seniority list. Such an employee, when released as a permanent incumbent from employment in an excepted or Supervisory Group position may, within thirty (30) days of such release, exercise his seniority rights to displace a junior employee in any position which he is qualified to fill and which is not higher-rated than the classification from which he was promoted. Failing to exercise his seniority in this manner it shall be forfeited and his name shall be dropped from the seniority list.

12.2 Bulletins provided for by this Article shall show the location, classification, rate of pay, anticipated date of assignment, and a definitive description of the duties and responsibilities of the position, and they shall be posted for five (5) days on the electronic tool accessible to all employees. The Corporation will generate, via email alerts, to all employees advising of any bulletin. Copies of bulletins issued under this Article shall be **accessible** to the President and Chairperson of the Local(s) concerned.

12.12 The name of ~~the~~ successful applicant shall be published on an electronic tool within ten (10) days after the successful candidate has been selected. This publication indicates the position's title, selected applicant and starting date of assignment. Copies of bulletins issued under this Article shall be ~~furnished~~ **accessible** to the President and Chairperson of the Local(s) concerned.

- 13.6b) Failing to qualify in the time limits described, lay off provisions shall apply or they may, if qualified, exercise their seniority rights with respect to a position that is not higher rated than the level at which they were qualified as a Service Person, but may not displace other Service Persons in training of the position they currently occupy.
- 14.6 A laid-off employee who desires to return to the employment of the Corporation when work is available for him, must keep the ~~Regional Human Resources Officer~~ Department concerned and the Local Chairperson concerned advised of his address in order that he may readily be located.
- 16.4 Where the Corporation establishes the need to contract out, the ~~Regional Vice-President~~ or, in his absence, his delegate shall give the Local Chairperson as much prior notice as possible, with a minimum of ~~seventy two (72) hours~~ **five (5) days**, setting out the nature of the work and the reason for going to an outside contractor, **and to provide the parties with the opportunity to meet and meaningfully discuss the issue.** The parties recognize that for certain work said notice cannot be respected. In these latter situations the Corporation shall give as much prior notice as possible.
- 19.10 Employees required to perform ~~emergency~~ work on an overtime basis may opt to substitute such hours of overtime, calculated at the applicable premium rate, for up to five (5) days of time off in lieu per year. ~~Employees required to perform any other type of overtime work or those who receive standby pay or to travel on Corporation business may opt to substitute such hours of overtime or travel time, at their regular or acting rate for up to five (5) days off in lieu per year. Conversion from all sources shall not exceed five (5) days time off in lieu. However, accumulation of such time off in lieu may not be done through substitution of "sixth day" overtime pay for Shift Workers.~~

Employees required by the Corporation (their supervisor) to provide services from home through the use of computers or other electronic remote tool outside of normal working hours shall be compensated for their services a minimum of two (2) hours at their regular or acting rate, if the duration of such services is two (2) hours or less. If the duration of such services exceeds two hours, then the employee shall be paid from the first hour at the applicable overtime rate, or for four (4) hours at his regular or acting rate, whichever is the greater amount.

- 20.7 From date of ratification, employees assigned to shift work shall be paid a premium of one dollar and **fifteen cents** (~~\$1.00~~) (**\$1.15**) per hour worked on the third shift (16:00 to midnight), and a premium of one dollar and **twenty thirty-five cents** (~~\$1.20~~) (**1.35**) per hour worked on the first shift (midnight to 08:00). Shift premiums will attach to the shift actually worked and will not be applicable to regular day workers working overtime or to shift workers working overtime into the day shift (08:00 to 16:00).

12 HOUR SHIFT AGREEMENT

- 20.7 Those employees working from 0700 hours to 1900 hours will do so without any premium in their regular rate of pay, and those employees working from 1900 hours to 0700 hours shall work each hour with a ~~\$1.46~~ **one dollar and sixty-seven cents** (**\$1.67**) premium.

~~20.11 To compensate permanent employees (excluding Operations Controllers, Structures Controllers and Canal Service Technicians) performing canal structures operating tasks, working on the lock structures on shift in return for full and unlimited movement of said operation employees, effective January 1, 2012 they shall be given five (5) days compensatory leave to be taken during the non-navigation season, provided they have worked in the classification listed above for at least 704 hours during the navigation season.~~

~~20.12 To compensate permanent qualified employees in the Canal Service Technician (CST) job class in return for movement from the shift environment to days (08:00 to 16:30), effective January 1, 2012 they shall be given five (5) days compensatory leave, provided they have worked on shift for at least 704 hours during the navigation season. Said leave shall be scheduled in accordance with the Corporation's 12 month vacation planning schedule, provided that each CST is available to work a minimum of 35 days during the non-navigation season. If said leave is not taken during the aforementioned 12 month period it shall be paid out at the end of this period. Based on operational needs, the 35 day minimum could be reduced or waived by the Corporation if CST's are not needed during the non-navigation. This will be done in accordance to trade and seniority and in consultation with the Union Skilled Trades representative concerned.~~

20.12

b) ~~To compensate permanent qualified employees in the Canal Service Technician (CST) job class in return for movement from days (08:00 — 16:30) to shift environment, effective March 1, 2019 they shall be given one (1) day compensatory leave for every 140 hours worked on shift. Up to a maximum of five (5) days compensatory leave. CSTs will be given a minimum of two weeks' notice when required to switch between day and shifts.~~

20.13 ~~To compensate permanent employees working on shift as Operations 29 Controllers and Structures Controllers in return for full and unlimited movement and/or for the interruption of meals, they shall be given five (5) days compensatory leave, provided they have worked on shift for at least 704 (seven hundred and four) hours during the navigation season. Said leave shall be scheduled in accordance with the Corporation's 12 (twelve) month vacation planning schedule and scheduling of said leave may not be limited to the non-navigation season.~~

21.1 All employees shall be paid for each of the following holidays at the greater of their regular or acting rates which were applicable on the day before the holiday:

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.

24.11 Leave for Victims of Domestic Violence

An employee who is a victim of domestic violence or is the parent of a child who is a victim is entitled to a leave of absence in accordance with the provisions of the *Canada Labour Code*.

- 26.1 Employees covered by this Agreement shall not be disciplined or discharged without just cause. The discipline or discharge will apply only after the alleged misconduct has been investigated and substantiated by the Corporation. The Corporation's investigation may include an interview of the employee. The employee concerned shall be given at least twenty-four (24) hours' advance notice of the purpose of the meeting and of his entitlement to representation by no more than two (2) Union representative. If an employee under investigation and subject to discipline is required to submit a written report, he will be allowed up to twenty-four (24) hours to submit the report.
- 26.2 The Corporation shall notify the employee of disciplinary action within thirty (30) days of discovering the facts which might result in discipline.
- 26.3 The Corporation may hold out of service an employee with pay pending investigation, not to exceed three (3) days, and such will not be considered disciplinary action.
- 26.4 An employee's service record shall be cleared of all disciplinary actions notes, letters and correspondence after eighteen (18) months of the most recent disciplinary action.
- 26.5 Employees covered by this Agreement shall not be subject to discipline or discharge for failing to cross any picket line where there is danger of bodily harm.
- 26.6 An employee who is exonerated shall be paid for time lost while being held out of service and shall be reinstated in his former position without loss of seniority.
- 26.7 The Corporation agrees that past disciplinary information of which the employee was not aware has no value, and therefore, shall not be introduced as evidence in the disciplinary investigation, nor in the Grievance Procedure including arbitration.
- 26.8 Operating Irregularities

i) **Representation Rights**

At any administrative inquiry, hearing or investigation conducted by a Board named by the Corporation into an operating irregularity as defined under this article¹, where the actions of an employee may have had a bearing on the events or circumstances leading thereto, and the Employee is required to appear at the administrative inquiry,

hearing or investigation being conducted into such irregularity, he or she may be accompanied by a Union representative of his or her choice. The unavailability of the Union Representative of choice will not delay the inquiry, hearing or investigation more than twenty four (24) hours from the time of notification to the Employee. However, for the purposes of this article, the employee shall submit without delay the standard incident reports required by the Corporation.

ii) Participation in Fact Finding Boards

It is agreed that a Union Representative will be invited to attend and observe at any Corporation fact finding Board investigating an operating irregularity in which an Employee covered by this collective agreement has an apparent involvement.

iii) Circumstances of Proceeding

The employee and his or her representative may require the Corporation's representative in charge to state the circumstances leading to the inquiry, hearing or investigation by the Corporation before the employee is required to answer any questions put to him or her.

iv) Notification of Completion

(a) The Corporation shall notify the employee and his or her representative of the completion of the report of a proceeding pursuant to this article in this collective agreement. Such notification shall be in writing and shall stipulate that an immediate opportunity will be provided to the employee and his or her representative to read the report, including the findings of the investigation, and to take such personal notes as they deem necessary, should any action be required as a result of such inquiry, hearing or investigation. For greater clarity, this paragraph does not apply to any report prepared in contemplation of litigation or at the request of the Corporation's Solicitors, when no disciplinary action is required as a result of the inquiry.

(b) In regard to operating irregularities, with reference to time limits in Article 26.2 of the collective agreement, the Corporation will determine when the investigation for the purposes of discipline is to be completed taking into account the results of administrative inquiries and of litigation before a tribunal.

(c) Subsequent opportunities to read the same report and findings will be provided to the employee, and his or her representative, upon written request, if as indicated above disciplinary action was necessary as a result of the findings.

v) Pay and hours of work

- (a) An employee called as a witness, or his or her representative, shall suffer no loss of normal pay while appearing before an administrative inquiry, hearing or investigation relating to an operational irregularity.
- (b) An employee called by a Corporation inquiry as a witness outside of his or her scheduled hours of work, shall be compensated at the appropriate overtime rate.
- (c) To the extent practical, an employee having primary involvement in an operating irregularity will not be scheduled to perform his or her operational duties on a shift during the same day.

vi) Restricted Information

The Corporation agrees to treat live or recorded video and audio, computer readouts of Seaway operations, and transcripts of audio recording as restricted information, not normally available to other parties unless required by law. However in cases where the Corporation's legal counsel has determined that there will be no Corporation involvement in any subsequent civil litigation The Corporation may after twenty four (24) hours notice to the Union, permit third party lawyers to make their own transcript under supervision.

vii) Legal Representation

The Corporation shall provide legal advice and assistance to an employee who is required to appear at a Transportation Safety Review Board or Transport Canada investigation, or in proceedings where joint interest exists between the Corporation and employee.

- a) in the circumstances outlined above:

If the Employee so desires, the employee may select legal counsel of his or her choice after consultation with the Corporation and reasonable legal fees as would otherwise be incurred by the Corporation will be reimbursed or paid by the Corporation.

- b) A grievance arising from the application of this clause shall begin at Step two (2) of the Grievance Procedure.

27.3 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 2017annual** 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%

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

ARTICLE 28 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"

SEAWAY HOURLY RATE STRUCTURE OPERATIONAL AND MAINTENANCE

Table to be adjusted in accordance with Article 7.6.

Appendix "K"

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.

Appendix "S" Skilled Trades Allowance

Effective January 1, ~~2019~~, 2022 an annual Skilled Trades Allowance of \$625.00 \$675.00 will be paid to employees holding a Skilled Trades position with a Skilled Trades certification in one of

the identified Skilled Trades on the list agreed below by the parties. Those employees placed in a Skilled Trades position holding a Skilled Trades certification in one of the identified Skilled Trades during a year shall have said allowance pro-rated.

**SKILLED TRADES* ELIGIBLE FOR
SKILLED TRADE ALLOWANCE**

Carpenter
Crane Operator
Control Systems Technician
Electrician (including trade inspection)
Electronics Technician
High Voltage Technician
Machinist
Maintenance Mechanic (including trade inspection)
Marine Engineer
Millwright
Motor Mechanic (Diesel)
Painter (including trade inspection)
Rigger
Welder

***this represents the skilled trades not the positions**

The Corporation agrees to implement a Unifor Skilled Trades Dues check-off of .5 hours per year with the deduction to be made from the pay of each Skilled Trades member (as defined in Appendix R) in January of each calendar year. The payment will be sent by the Corporation to the following address:

Unifor Canada (Skilled Trades Department)
115 Gordon Baker Street
Toronto (Ontario) M2H 0A8

Appendix "V"

Memorandum of Agreement – Re Article 12.18 & 14.12 and related issues.

Delete #6 but balance status quo

Appendix "X" Memoranda of Agreement

5. Memorandum of Agreement for Flexible Employees

To be renewed

Memorandum of Agreement – Re Spares

To be renewed

Letter of Understanding re: 4-day week for the maintenance team

The parties agree to establish a committee to review and assess the potential for a four (4) day work week for maintenance employees during the term of this collective agreement. This committee will be comprised of representatives from the O&M 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.

Letter of Understanding re: Medical Certificates During Pandemic

The requirement to provide medical certificates in the case of illness may be suspended to align with the circumstances of a government declared pandemic. This is done in an effort to remove any additional stress to the medical system resulting from a pandemic. The suspension applies to all medical leaves, and applies to all prescribed circumstances under the collective agreement and SLSMC policy, regardless of the number of days of absence. There may be exceptional circumstances which may require medical substantiation and these will be determined with specific case management and return to work cases.

APPENDIX "B"

MANULIFE FINANCIAL GROUP INSURANCE

Company to cover \$1250 lifetime for corrective laser eye surgery procedure

Eyewear to \$350.00 every 2 years

Eye exam to be covered at full cost every 2 years.

Psychologist fees – Company to pay \$50 per visit to a maximum of \$500 annually

Corporation Notice to the Union:

The Corporation is discontinuing the tie up service on the walls adjacent or near the locks and is hereby providing notice of said discontinuance to the Union. The Union reserves the right to file a grievance.

Union Undertaking:

Union will formally withdraw its CIRB Complaint (#34742-C) alleging a breach of the freeze provisions by advising the CIRB in writing following ratification of the new collective agreement.