

COLLECTIVE AGREEMENT

BETWEEN



**The St. Lawrence  
Seaway Management  
Corporation**

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

AND



**UNIFOR**  
the **Union** | le **syndicat**

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OPERATIONAL AND MAINTENANCE GROUP

LOCALS 4212, 4320 & 4323

**April 1, 2018 – March 31, 2021**

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BETWEEN:

THE ST. LAWRENCE SEAWAY MANAGEMENT CORPORATION,  
a body corporate, hereinafter referred to as "The Corporation" or  
"The Employer".

And

UNIFOR LOCALS 4212, 4320 AND 4323 (Operational and  
Maintenance Forces) hereinafter referred to as "The Union".

GENERAL

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

ARTICLE 1

Definitions

- 1.1 ASSEMBLY POINT (Contracts Section) - The location where an employee or employees report to work and from which they depart after completing their day's work. Assembly points shall not be changed for periods of less than one week's duration.
- 1.2 ASSIGNMENT - The function to which an employee of the Corporation has been appointed with reference to the time, the location and the position.
- 1.3 CLASSIFICATION - The title describing a position to which an agreed wage rate applies.
- 1.4 DAY - The period between midnight of one calendar day and midnight of the next. Reference to days in this Agreement shall mean work days unless otherwise specified. Reference to modified day shall mean a twelve (12) hour work day.
- 1.5 EMPLOYEES COVERED BY THIS AGREEMENT - Present and future employees of the Corporation, as described by the Canada Labour Relations Board certificate issued July 8, 1959 and amendments thereof, who are assigned to positions classified in APPENDIX "A" or amendments thereof.
- 1.6 LAID-OFF EMPLOYEE - An employee separated from the service of the Corporation by reason of the abolition of his position, or by reason of being replaced by another employee in the exercise of his seniority rights.
- 1.7 REGIONS - There are two Regions:
  - i) Maisonneuve Region: Which includes the South Shore Canal, the Beauharnois Canal, the Cornwall Canal and Iroquois Canal.
  - ii) Niagara Region: Which includes the Welland Canal.
- 1.8 AREAS OF EMPLOYMENT - There are four (4) areas of employment covered by this Agreement:
  - i) South Shore Canal

- ii) Beauharnois Canal
  - iii) Cornwall Canal and Iroquois Canal
  - iv) Welland Canal
- 1.9 SENIORITY GROUP - Means the employees on the seniority list for the Niagara Region or the employees on the seniority list for the Maisonneuve Region.
- 1.10 MONTH - Unless otherwise indicated herein, means the period between similar dates in consecutive calendar months.
- 1.11 NAVIGATION SEASON - The continuous period on each canal during which the canal is open to general navigation. Occasional navigation for a restricted purpose or experimental navigation on a test basis shall not be considered a part of the navigation season.
- 1.12 POSITION - An aggregation of duties, tasks and responsibilities, requiring the services of one individual. Positions may be created by the Corporation on a temporary basis for a limited duration or on a permanent basis for an indefinite term during the pleasure of the Corporation.
- 1.13 OVERTIME - There are three types of overtime covered by this Agreement:
- i) Scheduled overtime: Overtime, other than continuous overtime, which is separated from the employee's previous work period by a minimum of eight (8) hours and of which an employee has received notice at least eight (8) hours in advance;
  - ii) Continuous overtime: That which immediately precedes or follows the regularly assigned hours of work of the employees concerned;
  - iii) Any other overtime.
- 1.14 YEAR - The calendar year.
- 1.15 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, cohabits continuously with the employee in a conjugal relationship, which is recognized as such in the community in which the employee resides, for at least one year. The term "conjugal relationship" shall be deemed to include a conjugal relationship between parties of the same sex.

## ARTICLE 2

### Recognition and Purpose

- 2.1 The Corporation recognizes UNIFOR as the sole bargaining agent for the employees covered by this Agreement and agrees to negotiate with the Union on matters affecting the wages and working conditions of the said employees.
- 2.2 The purpose of this agreement is to provide orderly collective bargaining procedures between the Corporation and the Union, to secure prompt and equitable disposition of grievances, to describe working conditions,

hours of work and wages for the employees of the bargaining unit, and to prevent interruptions of work and interference with the efficient operation of the Corporation's business.

### ARTICLE 3

#### Union Business

- 3.1 Necessary leave of absence without pay may be granted to employees covered by this Agreement for the purpose of attending general or special meetings of the Union, and for education leave organized by UNIFOR. Necessary leave of absence without pay shall also be granted to such employees as are elected or appointed to full-time positions in the employ of the Union; leave under this Article must be expressly approved by the Corporation but such approval shall not be unreasonably withheld. The name of an employee covered by this Agreement shall be continued on the seniority list while he is on such leave.
- 3.2 Necessary leave of absence without pay will be granted to employees for the purpose of collective bargaining. However, six members of the collective bargaining team shall be paid for such leave, at his regular or acting rate for each day of face to face collective bargaining meetings between the parties; leave under this Article must be expressly approved by the Corporation but such approval shall not be unreasonably withheld.
- 3.3 At points or in offices, etceteras, where bulletin boards are maintained by the Corporation for posting of notices of interest to the employees covered by this Agreement, it shall be permissible for the Union to maintain a similar board for the same purpose, and in addition, where no bulletin board is maintained by the Corporation, the Union may do so upon obtaining permission.
- 3.4 The Corporation shall supply to the local chairperson a copy of the following information at the end of each month:
  - a) Active O & M employees on permanent, temporary or flex part-time status, with an indication of payment of dues to a Union local.
  - b) The hourly rate and classification of said O & M employees
  - c) The published telephone numbers of said O & M employees
  - d) Employees removed from the active O & M employee list for reason of layoff during the month
  - e) Employees added to the active O & M employee list for reason of recall during the month
  - f) O & M bargaining unit employees on layoff at month end
  - g) O & M employees who have lost seniority (list supplied in January each year only)
  - h) Copy of any letters of agreement reached with another local of the bargaining unit
- 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. Union representatives will receive booklets containing both versions, and the text of the Agreements will be published on the Intranet.

- 3.6 The Corporation agrees to provide, for the business of the Union Committee in each local area of employment, a Union office with a desk, chairs, telephone/voice mail services, computer, Intranet, printer, photocopying services and a locking filing cabinet.
- 3.7 Regional agreements will not be applied corporate wide unless explicitly agreed by the parties. The parties shall exchange the names of their representatives who have authority to bind them.

## ARTICLE 4

### Union Management Consultation Committee

- 4.1 Recognizing the community of interest in the efficient operation of the Seaway and believing that the basis of good industrial relations rests upon satisfactory co-operation, the Corporation and the Union agree to work together in the establishment and operation of Union Management Consultation Committees for each of the Maisonneuve and Niagara Regions of the Seaway.
- 4.2 Each Union Management Consultation Committee shall be composed of up to six (6) representatives appointed by the Corporation and up to six (6) representatives appointed by the Union. Chairpersonship shall alternate between a Corporation representative and a Union representative as decided by the Committee.
- 4.3 The parties recognize the importance of providing an avenue to both the Trades Group and Management to voice concerns and arrive at recommendations regarding the distribution of duties, respecting the dominant trade, training methods and opportunities, impact of new technology, contracting out, and other issues affecting the Trades Group.

The Union Management Consultation Committees will address these issues through a Technical Training Subcommittee composed of one member from each side chosen to provide the required technical expertise and report on Technical Training issues. These discussions will take into consideration the multiplicity of our small Trades groups spread along the Seaway system, and the need for training opportunities and programs specifically tailored to meet individual needs.

*Modification in 2018 bargaining*

- 4.4 The Committees shall meet on a bi-monthly basis, at the call of the Chairpersons, to discuss ways and means of improving working methods and efficiency; of eliminating waste; of maintaining good morale; and consult on the impact of any technological or operational changes on the bargaining unit.

## ARTICLE 5

### Grievance Procedure

- 5.1 Employees are encouraged to discuss all problematic situations with their immediate supervisor as soon as possible, with the aim of finding a solution.

Should an employee or the Union believe that an employee has been unjustly dealt with, or that the provisions of this Agreement have not been complied with, the following procedure shall apply:

Step 1 – Complaint Stage

A complaint shall be presented to the supervisor concerned within twenty (20) days of the date of the alleged incident, by not more than two (2) Union representatives, with the employee concerned. The supervisor shall render his decision within ten (10) days, and communicate it to the Union.

## 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 with the concerned employee's manager. Should the Union choose to file a grievance, it must do so with 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 limits to make a decision. The manager shall render his 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 sixty (60) 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 or Ms. Christine Schmidt 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 cover such situations.

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.

*Modification in 2018 bargaining*

- 5.4 An Arbitrator, to which a matter is referred, shall hear all evidence in the case and shall render a decision, which decision shall be final and binding upon the parties to this Agreement.
- 5.5 The costs of the Mediator or Arbitrator shall be borne equally between the parties to this Agreement.
- 5.6 An Arbitrator, is not authorized to alter, modify, or amend any part of this Agreement provided that the Arbitrator shall have the power to make a just and equitable determination of questions concerning discipline and discharge and this shall include the right to award with, or without, degrees of compensation.
- 5.7 The Corporation and/or the Union may request the Arbitrator to act as a Mediator-Arbitrator. This process would allow the Mediator to resolve the dispute before arbitration if a mutual agreement can be reached between

the Company and the Union.

- 5.8 Before an arbitration takes place, both parties will meet for discovery to ensure full disclosure of information pertinent to the case and avoid surprises during the mediation/arbitration process. Documents not disclosed before the arbitration takes place shall not be admitted into evidence during the arbitration process with the exception of jurisprudence, documents of precedence, and any documents that are felt necessary by one or the other party for the completion of the evidence as a result of testimony rendered during the arbitration process.

*Modification in 2018 bargaining*

- 5.9 The time limits provided for by this Article may be extended by mutual agreement between the parties, but no matter shall be nullified through a technical question raised in respect to a lapse of time occurring due to a reasonable oversight or resulting from a misunderstanding or reasonable delay. On this basis, grievances and complaints under this article will be declared resolved or dropped as soon as such a decision has been made by the Union.
- 5.10 Upon application, the Union Committee of not more than three (3) employees shall be granted necessary leave of absence with pay for investigation and presentation of complaints or grievances.

## ARTICLE 6

### Check-Off - Union Dues

- 6.1 The Corporation shall, subject to the conditions and exceptions set forth hereunder, deduct from wages due and payable to each employee coming within the scope of this Collective Agreement, an amount equal to the prevailing dues of the Union including initiation fees, and shall remit the same by cheque (accompanied by a statement of deductions from individuals) to the Union Local Secretary-Treasurer, not later than fifteen (15) calendar days following the month in which the deductions are made.
- 6.2 The amount to be deducted shall be equivalent to the prevailing regular dues payment of the Union and shall include initiation fees, or special assessments when applicable to all members. 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 Corporation of notice in writing from the Union of the amount of regular dues.
- 6.3 Weekly deductions shall commence on the payroll from the first pay period of the calendar month following completion of thirty (30) calendar days after date of first service in a position subject to this Agreement.
- 6.4 If the wages of an employee payable on the payroll, for any pay period are insufficient to permit the deductions of the full amount of dues, no such deduction shall be made from the wages of such employee by the Corporation in such pay period. The Corporation shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted earlier.
- 6.5 It is understood and agreed that deductions for income tax, unemployment insurance, contributions in accordance with the SLSMC Private Pension Plan, the Public Superannuation Act and the Canada or Quebec Pension Plan shall be made from wages prior to the deduction of dues.
- 6.6 The Corporation shall not be responsible financially or otherwise, either to



the Union or to an employee, 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 any employee's wages, the Corporation shall adjust it directly with the employee. In the event of any mistake by the Corporation in the amount of its remittance to the Union, the Corporation shall adjust the amount in a subsequent remittance. The Corporation'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.

- 6.7 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 Corporation pursuant to Article 6.1, both parties shall co-operate fully in the defense of such action. Each party shall bear its own cost of such defense 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 Corporation from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.
- 6.8 The company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council. First deduction to be made from the employees from the first (1<sup>st</sup>) pay received after completion of the probation period. Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year. Dues are: One half (1/2) of one (1) hour's regular pay per year.

## ARTICLE 7

### Classification and Rates of Pay

- 7.1 Employees covered by this Agreement shall be assigned to jobs classified in one of the classification levels set out in APPENDIX "A".
- 7.2 Employees required to work for one (1) hour or more at a higher-rated position shall receive the higher rate while so employed with a minimum of one-half (1/2) day's pay (four (4) hours or three and three-quarter (3-3/4) hours depending on the normal daily working hours involved in the acting position) at the higher rate. Employees required to work at a lower-rated position shall not have their rate reduced.
- 7.3 Employees required to attend Corporation-operated schools shall receive their regular or acting rate whichever is the greater.
- 7.4 When a new job is created or a job is substantially changed the classification level shall be established in accordance with the Job Evaluation Plan. An employee in a job whose classification level is adjusted downward shall retain his salary and his right to general increases in the form of a lump sum.

Appeals or grievances regarding classification results will be handled through the grievance procedure.

- 7.5 Where direct bank deposit applies, a pay slip detailing earnings and deductions will be remitted or made available electronically to the employee no later than Thursday. Employees shall advise HR Shared Services the method they wish their pay slip to be delivered. 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.

*Modification in 2018 bargaining*

## 7.6 Wage increases

Effective from April 1, 2018 to April 1, 2020, all hourly rates of the wage scales are increased as outlined in Appendix "A" and below:

- Effective April 1, 2018 a general increase of 2%
- Effective April 1, 2019 a general increase of 2%
- Effective April 1, 2020 a general increase of 2%

*Modification in 2018 bargaining*

## ARTICLE 8

### Safety and Health

- 8.1 The Company shall institute and maintain all necessary precautions to ensure every worker a safe and healthy workplace and to protect the environment. The company shall comply in a timely manner with the *Canada Labour Code*, its regulations, codes of practice, and all relevant environmental laws, regulations, and codes of practice in effect. All standards established under these laws shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health and Safety Committee.
- 8.2 The Union will encourage its members to use all safety equipment provided and to follow accident prevention rules and regulations.
- 8.3 The joint local Workplace Health and Safety Committees (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 South Shore 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 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.

- 8.4 In accordance with the *Canada Labour Code*, necessary leave with pay will be granted to every member of the Safety Committee, at his regular or acting rate, to attend meetings of the committee or to carry out any affairs as mandated in the minutes of the Committee. The union members of the Safety Committee shall be afforded the opportunity to meet for one (1) hour prior to the full Committee meeting. Requests for necessary leave under this Article shall be submitted to the employee's supervisor as far in advance as possible and in accordance with meeting schedules arranged by the co-chairpersons to avoid disruption of the Corporation's business activities. Approval by the supervisor will not be unreasonably withheld.

Where Union members of the Safety Committee are required to complete any tasks assigned to them by the Committee, they shall insofar as possible, complete said tasks during their regular work hours to prevent the payment of premium costs. If a Union member is required to complete these tasks outside of his regular hours, it must be approved in advance by their Supervisor with an explanation satisfactory to the Supervisor as to why the work cannot be completed during regular hours. Approval by the supervisor will not be unreasonably withheld. Once approval is provided, the employee will be paid at the appropriate rate of pay.

- 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 effective January 1, 2019 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.

*Modification in 2018 bargaining*

- 8.6 The Corporation will continue its practice of supplying at no cost to the employees concerned the clothing apparel such as coveralls, gloves, uniforms, winter parkas, and the required safety equipment other than safety footwear, as per the Corporation's schedules of replacement.

- 8.7 The Corporation, the Union and the employees agree to comply with relevant legislation providing rights of work refusal in unsafe conditions. The parties recognize the importance for the employee and the supervisor of resolving health and safety concerns before they become work refusals and without negatively impacting customer service. The company shall ensure that all employees are informed about their right to refuse hazardous work which may harm them or others. If an employee exercises his or her right to refuse he or she shall notify the supervisor and a Union representative of the health and safety committee. He or she shall stand by in a safe place and participate fully in the investigation of the hazard. No employee shall be discharged, penalized or disciplined for acting in compliance with the *Canada Labour Code* Part II, and its regulations, unless the employee exercises those rights knowing that no circumstances existed that would warrant it, or has willfully abused those rights.

- 8.8 The Corporation agrees that the Committee shall have the right to investigate dangerous circumstances at the workplace at any time. Dangerous circumstances include any procedure, part of a workplace or any equipment, machine, device, article or thing which may harm a person or the environment. The co-chairperson or alternate shall be allowed to accompany government inspectors on an inspection tour of the

Corporation's facilities.

- 8.9 The Health Representatives of the Corporation shall not reveal any health information concerning a present or past employee to a third party, unless as provided by law, without the written consent of the employee for each occasion upon which health information is required.
- 8.10 Alcohol and drug abuse is recognized to be a serious medical and social problem that can affect employees and their performance. The Corporation and the Union have a common interest in encouraging early intervention and assisting employees towards full rehabilitation. The Corporation will continue to apply a comprehensive approach towards dealing with alcohol and drug abuse and its related problems, through employee and family assistance programs, educational programs and the application of the Corporate policy on this matter. Group Insurance programs will continue to be provided while employees are undergoing rehabilitation.
- 8.11 Discrimination - Harassment
- The Corporation and the Union agree that there shall be no discrimination or harassment exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of race, national or ethnic origin, colour, religion, age, sex (including pregnancy or child-birth), sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted. The Corporation and the Union also agree to respect the employee's legitimate participation in the Union's lawful activities.
- 8.12 The joint policy on Discrimination/Harassment in the workplace, as appended to this Collective Agreement, applies to all employees covered by this Agreement.

## ARTICLE 9

### Regular employment

- 9.1 Recognizing the desirability of regular, year round employment for its employees, the Corporation agrees to provide regular employment for the employees covered by this Agreement, who are in permanent positions and have been in the service of the Corporation for at least ninety (90) days and who are not displaced either as a result of the abolition of a position, as the result of disciplinary action, or as the result of the exercise of seniority rights by another employee.
- 9.2 Regular employment means employment for not less than 2080 hours in each year or 1950 hours for office employees. Hours made up by paid holidays, leave with pay, disability due to sickness or injury, voluntary absence, absence resulting from disciplinary action, and absence due to fires, floods, strikes or other emergencies, whether like or unlike those enumerated, shall be part of the 2080 or 1950 hours.

## ARTICLE 10

### Seniority

- 10.1 An employee covered by this Agreement will acquire, and be entitled to exercise seniority rights only after he has worked for the Corporation a total of sixty (60) days cumulative within any twelve- (12) month period. After seniority is acquired, it shall date from the first (1st) day of the sixty (60) day cumulative period. An employee laid off or released because his service is deemed unsatisfactory during his probationary period of employment shall not be entitled to exercise seniority rights.
- 10.2 Separate seniority lists will be maintained for Maisonneuve Region, being the South Shore, Beauharnois, Cornwall and Iroquois Canals, and for the Niagara Region, being the Welland Canal. Except as otherwise provided, seniority rights can only be exercised within the group with which an employee is listed.
- 10.3 Employees with the same seniority date shall be ranked on the seniority list as determined by a draw, supervised by the Corporation with the Local Chairperson present. Seniority lists shall be posted in January of each year. 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.
- 10.4 Protests in regard to seniority status must be submitted in writing, in accordance with the grievance procedure set in Article 5 of the collective agreement at Step 2, within sixty (60) days of publication of the listing being protested. 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 seniority date accredited to an employee who has appeared on two (2) consecutive annual seniority lists unless it has been duly protested.
- 10.5 a) 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. 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) year 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.
- b) Upon return from a temporary bulletined or non-bulletined assignment in an excepted or Supervisory Group position, the employee shall be immediately returned to the temporary assignment from which he was promoted or to his permanent position and accorded the provisions of Article 12.15.
- 10.6 If an employee transfers to the other seniority group covered by this

Agreement or to the Headquarters Group he shall be accorded seniority in the new seniority group from the date he commences work at his new position and his name shall be continued unchanged on the seniority list from which he transferred, but while filling the position to which he transferred, he will not be allowed to exercise the seniority in his former seniority group to positions bulletined in that group. Such an employee, if released or displaced, from the position to which he transferred, must within ten (10) days from such release or displacement:

- a) Exercise in writing his seniority to another position in the seniority group to which he transferred which carries the same or lower job class (maximum rate) or annual rate of pay as the position abolished or from which he was displaced, or:
- b) Exercise in writing his seniority to a position in the seniority group from which he transferred which carries the same or a lower job class (maximum rate) or annual rate of pay as his former position. Unless he fails to establish the fact during a thirty (30) day trial, he will be deemed to be qualified to return to his former position, which may have been changed during his absence.

After exercising his seniority such an employee must commence work on the position of his choice within thirty (30) days of such release or displacement unless prevented by illness or other cause for which bona fide leave of absence has been granted; otherwise he will forfeit his seniority in both seniority groups and his name shall be removed from both seniority lists.

Once having exercised his seniority in accordance with (b) above, an employee will forfeit his seniority in the other seniority group and his name shall be removed from that list.

- 10.7 An employee who has been discharged and is subsequently reinstated in the service in a position covered by this Agreement, unless reinstated with his former seniority, will only be allowed seniority from the date of re-entry into the service. An employee, who is not reinstated with his former seniority standing within one (1) year of the date of his discharge, may only be so reinstated by agreement between the Union and the Corporation.

## ARTICLE 11

### Probation

- 11.1 Notwithstanding anything in this Agreement, a new employee will be required to serve a cumulative probation period of ninety (90) days worked or any combination of seven hundred and twenty (720) scheduled hours worked other than unscheduled overtime during which the Corporation retains the right to release him if he is found to be unsuitable.

In the event of release, the Local Chairperson will be supplied with reasons by the manager concerned or his delegate.

A grievance by the Union may be lodged directly to the Corporation at step 3 within twenty (20) days of receipt of the reasons thereof. The Corporation will render a decision within fifteen (15) days, following, which Article 5.2 may apply.

- 11.2 The Employer shall provide a copy of the Collective Agreement to new employees hired for positions covered by this Agreement and acquaint them with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and telephone number of his/her Union representative, who will be informed of the hire of a new employee. The employee's supervisor will invite the Union representative if available to meet the employee during the employee's orientation tour.

## ARTICLE 12

### Bulletining and Filling Positions

- 12.1 a) Permanently vacated permanent positions shall be bulletined to the seniority group affected within ten (10) days of their becoming vacant, and the date of assignment provided for in Article 12.12 shall be within twenty-eight (28) days of the vacancy, or such longer period as is mutually agreed, except in cases where the vacancy has to be re-bulletined or in cases where the duties of the position are operational duties. In the latter case, where the vacancy occurs during the non-navigation season, the twenty-eight (28) day period may be deemed to expire the date of the opening of the next navigation season.
- b) Permanent positions temporarily vacated for an anticipated twenty five (25) days or more which require to be filled, shall be bulletined to the seniority group affected within ten (10) days of their becoming vacant.
- c) Temporary positions, for twenty five (25) days or more, which require to be filled, other than those created on a temporary basis for extra maintenance work during the non-navigation season, shall be bulletined the same as permanent positions.
- 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 an 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 furnished to the President and Chairperson of the Local(s) concerned.
- Modification in 2018 bargaining*
- 12.3 Newly created temporary positions anticipated to be of nine (9) months' duration or more shall be bulletined as permanent positions. Temporarily vacated permanent positions shall be bulletined as temporary positions and filled by a temporary assignment regardless of the duration of the assignment. When a newly created temporary position has been bulletined as temporary, it will be re-bulletined as permanent after nine (9) months, or when it is known that it will last for more than nine (9) months.
- 12.4 Temporary positions and positions temporarily vacated for less than twenty-five (25) days which require to be filled may be filled without the necessity of bulletining, by assigning the senior qualified employee available in the local area of employment where the vacancy occurs, provided an employee need not be assigned between shift work and day work.

Employees shall be considered available when they have indicated their willingness to cover such temporary assignments. Where the assignment will be for five (5) days or less, employees will only be allowed the advantage of their seniority when an increase in regular earnings or a change in rest days or shifts is involved.

- 12.5 Where a temporary vacancy of five (5) days or less occurs on shift work, it shall be filled as follows:
- a) The senior qualified employee on the same shift and the same structure shall be given the opportunity of promotion to fill the vacancy, provided a spare is available to fill the lower vacancy so that this action does not result in overtime being worked at a lower salary level.
  - b) If no qualified employee is available on the same structure, the senior qualified employee on the same shift at other structures shall be given the opportunity of promotion to fill the vacancy, provided a spare is available to fill the lower vacancy so that this action does not result in overtime being worked at a lower salary level.
  - c) If no opportunity for promotion exists, the vacancy may be filled with a spare.
  - d) If the vacancy is not filled in accordance with (a), (b), or (c), the vacancy shall be offered, first to the offgoing employee, second to the oncoming employee, and third to the employee in the same classification and structure who is on a day of rest. Such employee shall be entitled to the rights accorded by the provisions of Article 19.
- 12.6 Subject to the right to assign spares in a reasonable effort to avoid unnecessary overtime, the Corporation will attempt to avoid the reassignment of spares who are filling a vacancy anticipated to be for more than five (5) days.
- 12.7 Positions created on a temporary basis for extra maintenance work during the non-navigation season may be filled without the necessity of bulletining provided that the original listing of such assignments shall be furnished to the local union concerned at least ten (10) days prior to the actual assignments. Employees so assigned shall not be entitled to transfer between shift and day work except for a transfer to a bulletined position.
- 12.8 When operational work is required during the non-navigation season, qualified operational employees must be assigned to such work in accordance with arrangements mutually agreed upon with the Local Chairperson concerned.
- 12.9 Employees who wish to apply for a bulletined position must forward an application to the officer designated in the bulletin within the five (5) day period during which the bulletin is posted.
- 12.10 Assignments to bulletined positions shall be made on the basis of ability provided that applications shall be considered in order of seniority and seniority shall govern where the ability of applicants is sufficient to perform the duties. In the application of this Article where a position is to be awarded to other than the senior applicant, the appointment shall be discussed with the Local Chairperson prior to being bulletined as provided



in Article 12.12. Reference to ability in this Article shall mean the potential to qualify under Article 12.13.

- 12.11 At the expiration of a temporary bulletined assignment the employee shall be returned to his former position, or else may, if qualified, exercise his seniority with respect to another temporary assignment that will continue for more than five (5) days. At the expiration of a temporary non-bulletined assignment, the employee shall be returned to his permanent position or his former bulletined temporary position, or else may, if qualified, exercise his seniority with respect to another non-bulletined assignment that will continue for more than five (5) days.
- 12.12 The name of 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 to the President and Chairperson of the Local(s) concerned.

*Modification in 2018 bargaining*

- 12.13 After an employee is assigned by bulletin to a position, he shall be given reasonable time, not to exceed thirty (30) days, in which to qualify, the length of time depending on the character of the work. Failing to qualify, the employee shall be returned to his former position without loss of seniority or he may, if qualified, exercise his seniority rights with respect to any position bulletined during the period he was assigned to the position for which he failed to qualify, or if his former position has been abolished, the provisions of Article 14.5 shall apply.

In the case where an employee has been permanently assigned to a position substantially different in nature from the one previously held, the employee shall be given reasonable time, not to exceed thirty (30) days in which to elect to return to his former permanent position. However, prior to such a decision being activated, a meeting between the employee and his supervisor will be held to exchange information in order to avoid uncertainties and eliminate potential misunderstandings. If his former position has been abolished, the provisions of Article 14.5 will apply.

Employees displaced as a result will be returned to their former position, or if their former position has been abolished, the provisions of Article 14.5 will apply.

- 12.14 In the event no applications are received for a bulletined permanent position which is other than an entry job, from employees with the necessary ability to perform the work in the seniority group affected, it shall be bulletined to employees in the other seniority group.
- 12.15 Employees returning from authorized leave of absence or from temporary employment in a Supervisory or excepted position may, within five (5) days of such return, make application for positions bulletined during their absence provided the closing date of such bulletined positions occurred during their absence. A file of these bulletins shall be made available to the employees upon request.
- 12.16 Temporary employees are deemed to bid by order of seniority on bulletined permanently vacated positions in their local area of employment.

- 12.17 The Corporation shall decide within thirty (30) days whether to fill or abolish a permanent vacant position.

## ARTICLE 13

### Training for Promotion

- 13.1 Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such other positions in their own time or during their working hours when it will not unduly interfere with the performance of their duties. The Corporation will not unreasonably withhold training opportunities to any employee who has indicated a desire to learn the work of other positions. For this purpose, applicants for training for promotion shall be selected in order of seniority except as otherwise agreed between the Corporation and the Union. Trainees may on application, be permitted to exchange positions for temporary periods without affecting the rates of the employees concerned.
- 13.2 Employees training to qualify in a higher rated position shall be paid their base rate while training, or at the rate established on a training bulletin. Permanent employees training to qualify for a permanent assignment in a lower rated position shall be paid at the rate of the position they are training for.
- 13.3 The parties recognize that it is necessary to have an effective and properly trained skilled trades and Specialty skills workforce. The parties agree to engage in Apprenticeship, Internship and Technical Upgrading Programs, based on operational requirements, as follows:
- a) Apprenticeship, Internship and Technical Upgrading goals:
    - i) To improve the capabilities of the workforce and the competitiveness of the Corporation;
    - ii) To internally acquire replacement personnel in occupations where the Corporation anticipates a resource shortage, by supporting interested employees in following technical upgrading and Provincially Regulated Apprenticeship Programs in order to potentially fill these positions as they become vacant;
    - iii) To enable Trades Personnel to acquire the knowledge and experience necessary to meet the normal requirements of the work to be accomplished;
    - iv) To ensure that extreme care is exercised in the selection of applicants for training and that the methods of training are sound.
  - b) Staffing Requirements: The Corporation will annually forecast its workforce needs for the following three (3) years and will inform the Union-Management Consultation Committee, in order to support Apprenticeship, Internship and Technical Upgrading Programs which will ideally meet succession planning timelines.
  - c) Process:
    - i) The Technical Training Sub-Committee will explore and

recommend through the Union-Management Consultation Committee the establishment of Apprenticeship, Internship and Technical Upgrading Programs. Employees will be responsible to complete all academic requirements, on their own time, or during their working hours when it will not unreasonably interfere with the performance of their duties, or as recognized within an Apprenticeship approved by the Corporation

- ii) The Technical Training Sub-Committee, as provided for in Article 4.3, will explore and recommend various means to facilitate the employee gaining required practical and Apprenticeship experience.

d) Apprenticeship Programs

Subject to modifications arrived at by the Technical Training Sub-committee to meet the requirements of the particular programs, the following will apply:

i) Qualifications of an Apprentice

- An Apprentice shall be a person, eighteen (18) years of age or over, apprenticed under Agreement with the Corporation being registered with the Apprenticeship Branch of the applicable Provincial Ministry.
- An Apprentice on a four (4) year Apprentice Program shall have education to Grade 12 or equivalent.
- An Apprentice on a two (2) year Apprentice Program shall have education to Grade 10 or equivalent.
- Applicants to Corporation identified Apprenticeship, Internship and Technical Training Programs shall successfully meet the requirements set by the Provincial Program (or set by the Corporation in the absence of Provincially set requirements) on physical capabilities, interest, skill and aptitudes. In the selection for a same program, seniority will prevail among those candidates who meet such requirements.

ii) Terms

- The Apprenticeship term shall be the hours as prescribed for the trade by the Apprenticeship Branch of the applicable Provincial Ministry, which shall include a probationary period of three (3) months.
- An Apprentice is required to pass Provincially Regulated Final Examinations in order to obtain Journeyman Certification, and UNIFOR Journeyman Certification.

iii) Training

- Apprentices shall be trained in accordance with the prepared schedules of training in shop work and related subjects as approved by the Apprenticeship Branch of the applicable Provincial Ministry.

iv) Apprenticeship Contracts

- Every Apprentice shall enter into a written Agreement with the Company to serve the Apprenticeship Term. The contract shall be signed by the Corporation, the Apprentice, and shall be registered with and sanctioned by the Apprenticeship Branch of the applicable Provincial Ministry,

v) Supervision of Apprentices

- A Company Representative conversant with the schedules of training and work progress shall be appointed to supervise and regulate the training and progress of each Apprentice and to provide periodic reports thereon to the Technical Training Sub-Committee.

vi) Probation

- The first 500 hours of employment for every apprenticeship shall be a probation period. If satisfactory progress is not made, the apprenticeship may be terminated, or the Apprentice may elect during this period of grace to withdraw from the program.

vii) Finalization

- Other general terms of apprenticeship shall be finalized by the Technical Training Sub Committee

- 13.4 The parties agree that, with the introduction by the Corporation of new techniques and technologies that require training of employees, it is important that advance planning be carried out to anticipate the skills, needs and training required.

Those affected by the introduction of these new techniques and technologies shall have every reasonable opportunity to acquire new knowledge and skills, so that they will be available to perform the work associated with the new techniques and technologies when needed. The Corporation will assume the cost of on-the-job training to afford employees, who have the basic qualifications in the applicable field and the ability to be trained, the opportunity to keep current with new methods, tools, machines and new technology affecting their work and job security. The Corporation will also defray the eligible costs of continuing education courses taken for this purpose, as per the Corporation's Employee Learning and Development Policy.

The Corporation will notify the Union in advance of the introduction of any such new technologies and techniques.

The Corporation is prepared to provide training opportunities to skilled trades to observe warranty work performed that is considered part of the regular maintenance.

- 13.5 The parties to this Agreement share a desire to improve employee knowledge and skills by giving employees the opportunity of participating in various on-the-job training and development courses and programs, as per the Corporation's Employee Learning and Development Policy. Available learning options can include but are not limited to:

- On the job training through task assignments with structured learning as a component;
- Correspondence courses, self-paced learning and computer-assisted training;
- Focused readings, briefings and discussion meetings;
- Classroom training, workshops, courses and conferences;
- Mentoring and coaching where a partnership is established between experienced and less experienced individuals to promote knowledge and skills transfer;
- Career development assignments which provide employees with new learning opportunities to broaden their experience and skills while addressing the organization's needs for short term tasks or projects (e.g. task force, committee, team);
- Tutorials from recognized experts outside the organization on an arm's length basis.

- 13.6 a) Employees will be paid in accordance with the wage identified in the bulletin for the work they perform.
- b) 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.

*Modification in 2018 bargaining*

- 13.7 Annual fees for a membership in a professional association required by the Corporation to maintain the professional certification of an employee in the performance of his duties shall be paid by the Corporation. Licenses required by the Corporation of a skilled trade employee to perform his duties shall be paid by the Corporation.

## ARTICLE 14

### Staff Reduction and Recall to Service

- 14.1 When reducing forces, senior employees with sufficient ability to do the work will be retained in employment.
- 14.2 When a permanent position is to be abolished, the permanent incumbent of the position shall be given at least three (3) months' notice and copies of the notice shall be furnished to the President and Local Chairperson of the Local concerned.
- 14.3 When a permanent position is abolished, the permanent incumbent of that position, providing he has at least five (5) years' seniority, shall be retained in the employment of the Corporation provided:
- a) Employees may be assigned and reassigned by the Corporation to any vacant or newly created position in the area of employment without bulletining the positions. In the application of this article, the Corporation will make all reasonable efforts to train senior employees whose positions are abolished in order to permit their assignment to vacant or newly-created positions where the rate of pay is the closest

to that of their abolished positions.

- b) An employee assigned under (a) to a lower-rated position shall retain his rate of pay, but he will receive subsequent general increases in the form of a lump sum at year-end without affecting his rate until it equals the rate of the position to which he has been assigned.
- c) An employee who occupies a position under the terms of (a) shall be deemed to bid on future bulletined positions, provided it is not higher-rated than his abolished position and he is able to fulfill the duties of the position.
- d) The employee may decline an assignment under (a), electing to displace a junior employee in accordance with Article 14.5, without retaining his level of pay, except that he must indicate his choice in writing within two (2) months following notice of abolition. The Corporation will specify the proposed assignment within one (1) month of the notice of abolition.
- e) The provisions of this Article shall apply to employees displaced in accordance with (d) provided they have at least five (5) years' seniority.

14.4 When a temporary position of more than sixty (60) calendar days is to be abolished:

- i) the employee whose position is to be abolished, provided he has acquired seniority rights, will be given at least ten (10) days' notice of the abolition of his position; and
- ii) the junior employee in the area of employment involved, provided he has acquired seniority rights, will be given at least ten (10) days' notice of the possibility of his being laid off.

Copies of such notices shall be furnished to the union local concerned.

14.5 An employee whose position is abolished, or who is displaced, shall be entitled to exercise his seniority rights, provided he has the ability and he makes his choice within ten (10) days of notification, either:

- i) to displace a junior employee in any classification carrying the same job class (maximum rate) or annual rate of pay as the position abolished or from which displaced; or,
- ii) to displace a junior employee in a lower rated classification.

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 concerned and the Local Chairperson concerned advised of his address in order that he may readily be located.

14.7 A laid-off employee shall, if qualified, be returned to employment in order of his seniority when staff is increased, and when vacancies occur, provided that temporary vacancies not expected to last more than twenty-five (25) days, shall be filled by recalling the senior qualified employee on lay-off in the area of employment involved.

14.8 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 within twenty (20) 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:

- i) the position is a temporary one and it is definitely known that its duration will not exceed ninety (90) days;
- i) other laid off employees in the same seniority group are available, and,
- ii) written application is made to the Manager, Human Resources Services immediately upon receipt of notification to report.

14.9 An employee covered by this Agreement whose name has been continued on the seniority list for two (2) years or more, and who is on lay-off for more than twenty-four (24) consecutive months, shall forfeit his seniority rights and his name shall be struck off the applicable seniority list; other employees covered by this Agreement whose names have not been continued on the seniority list for two (2) years or more, and who are on lay-off for more than twelve (12) consecutive months, shall forfeit their seniority rights and their name shall be struck off the applicable seniority list.

14.10 If a position is transferred from one area of employment to another area of employment in the same Region, the employee affected will be allowed to move with the position or exercise his seniority as provided for in Article 14.5. Employees who move with their position under this provision may be paid removal expenses as provided for in Article 15.5.

14.11 Seaway personnel outside the bargaining unit shall not perform tasks normally performed exclusively by members of the bargaining unit except for training, in cases of emergency, or where tasks are common to both groups due to technology advances.

14.12 For the duration of this 2018-2021 Collective Agreement, the manual tie up and cast off of commercial vessels shall be performed by a minimum of three (3) qualified employees at all times, where one (1) of the three (3) will be a fully qualified operator.

Notwithstanding the above, the parties agree to be bound by the Memorandum of Agreement attached at Appendix "V" of this Collective Agreement.

## ARTICLE 15

### Technological and Operational Changes

15.1 In changing methods of operation by the introduction or replacement of automatic or semi-automatic equipment or by the elimination or replacement of structures, which result in the abolition of operational, clerical or maintenance positions, employees covered by this Agreement who have at least thirty (30) cumulative months of service shall be retained in the employment of the Corporation, provided:

- a) The Corporation may assign an employee whose position has been abolished by such a change, to another vacated or newly created

position in the same Seaway Region, without the necessity of bulletining, provided that the employee's rate of pay will not be affected by the fact that the position is a lower classification and that he may only be assigned to a higher classification in the entry position group.

- b) An employee whose position is abolished may elect to use Article 14 and retain his former rate of pay provided he displaces an employee in a position which is not lower-rated than the one to which he has been assigned in accordance with (a) above.
  - c) An employee who occupies a position under the terms of either (a) or (b) above, which is lower-rated than his abolished position shall be deemed to bid on future bulletined positions higher-rated than the position he occupies, provided the bulletined positions are not higher-rated than his abolished position and he has the ability to perform the duties of the position. However, a red-circled employee may decline a position without affecting his rate of pay if a junior employee with the same red-circled rate can be assigned to the position.
  - d) If the employee whose position is abolished does not accept a position under the terms of either (a) or (b) he may elect to use Article 14 without retaining his rate, and the displaced employee, provided he has at least thirty (30) cumulative months of service, shall be entitled to avail himself of any of the provisions of this Article.
- 15.2 Any technological or operational changes, which are contemplated under this Article, shall be communicated to the Local Chairperson of the group as per the Canada Labour Code provisions.
- 15.3 The principles of Article 13 in regard to training for promotion without reference to seniority, shall apply to training for reassignments under this Article.
- 15.4 Employees laid off as a result of changes contemplated under this Article shall be entitled to a special gratuity in accordance with the following schedule, provided that a special gratuity shall be payable at the end of each month of lay-off and shall be limited to the period of his separation from the service of the Corporation.

<u>Years of Service</u>	<u>Months of Pay</u>
2	3
3	4

- 15.5 Where an employee whose position has been abolished or who has been displaced as the result of a change contemplated by this Article is assigned or bumps into a position in another area, which requires him to travel at least sixty-five (65) additional kilometres per day to and from his new assembly point, provided he has at least thirty (30) cumulative months of service, and he moves to the new area within six (6) months, he shall be paid removal expenses covering himself and his dependents as follows:
- a) Transportation expenses by train, bus or private automobile, including the cost of meals en route;
  - b) Furniture moving cost to cover a householder's cost of moving furniture, including packing and unpacking;



- c) \$1,000 allowance to cover cleaning, redecorating, disconnecting and installing household services, etc.;
- d) Real estate agent's commission and legal fees at not more than the standard rate established in the area moved from upon the sale of a single family dwelling owned by an employee or his spouse and used as his residence, or any amount required to be forfeited in connection with the premature termination of a lease; and legal fees related to the purchase of living accommodation at area moved to.
- e) Assistance in arranging permanent accommodation including transportation expenses, meals and hotel or motel bill, not to exceed three (3) days, incurred in visiting the new area to arrange permanent accommodation;
- f) Interim approved costs, not conditional upon actual removal, including additional transportation expenses in commuting to the new assembly point, where approved, for a period not to exceed six (6) months and the cost of temporary accommodation for the employee for the same period.

Costs and expenses will be kept to a reasonable level in all cases and must be approved by the Regional Vice-President concerned before they are incurred.

## ARTICLE 16

### Contracting Out

- 16.1 Work traditionally or presently performed by employees covered by this Agreement shall not be contracted out unless the Corporation establishes that:
  - a) Sufficient qualified employees, whether working or on lay-off, are not available, and the employment of additional qualified workers is not feasible or would be wasteful or inefficient; or
  - b) An emergency or an exceptional volume of work exists which is beyond Corporation resources for the available period of time, for which situation the Corporation cannot be held responsible, and provided the Corporation has taken normal precautions to maintain its equipment.
- 16.2 Subject to Article 16.1 the Corporation further undertakes not to contract out any work which can be efficiently and economically performed by its own employees, equipment and expertise.
- 16.3 Contracting out of work shall not result in reduction of rates of pay nor cause lay-off of employees. The avoidance of overtime shall not be the sole and determining factor in the decision to contract out work.
- 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, setting out the nature of the work and the reason for going to an outside contractor. 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.

16.5 Any grievance arising under this Article shall be dealt with in accordance with the following procedure:

- i) A grievance shall be presented to the manager within fifteen (15) days of the notice provided in article 16.4, and provided the Corporation has given the Union full disclosure, and the manager or in his absence his delegate, shall render his decision within ten (10) days;
- ii) If the grievance is not adjusted to the satisfaction of the parties concerned in i) above the Union may refer the grievance to arbitration within fifteen (15) days otherwise the grievance shall be deemed to have been abandoned;
- iii) Once referred to arbitration, the parties agree to take whatever steps required to have the grievance arbitrated and a decision rendered within sixty (60) days;
- iv) The time limits referred to herein shall not be extended. They shall begin to run only after full disclosure and particulars have been made available to the Union.

## ARTICLE 17

### Rehabilitation

17.1 When an employee has become disabled or incapacitated while actually performing work of the Corporation and is rendered thereby physically unfit to follow his usual occupation, he may, on agreement between the Corporation and the Union, be assigned to a position which he is qualified to fill, provided he is able to perform the work of that position, displacing an able-bodied employee if necessary, irrespective of the seniority of the employee displaced.

17.2 An employee who has acquired two (2) years' seniority and who has become disabled or incapacitated for any reason, and is rendered thereby physically unfit to fill his usual occupation, may, on agreement between the Corporation and the Union, be permitted to exercise his seniority rights to a position which he is qualified to fill, provided he is able to perform the work of that position, and he makes his choice within five (5) days, either:

- i) to displace a junior employee in any classification carrying the same job class (maximum rate) or annual rate of pay as the position from which displaced, or
- ii) to displace a junior employee in a lower-rated classification.

17.3 Every effort shall be made to maintain the income of an employee who has been disabled or incapacitated at the rate of the job he was performing when disabled or incapacitated.

17.4 An employee displaced as a result of the application of this Article, shall be permitted to exercise his seniority rights in accordance with Article 14.3.

## ARTICLE 18

### Hours of Service and Meal Periods

- 18.1 Except as provided hereunder for shift workers and office employees, eight (8) consecutive hours of work, exclusive of meal period, shall constitute a day's work, Monday to Friday inclusive. Normal hours of work for all employees except shift workers and certain other office employees for whom agreement to deviate from normal hours has been reached between the Corporation and the Union, shall be as follows:

08:00 - 12:00  
12:30 - 16:30

- 18.2 Forty (40) hours of work shall constitute a week's work and eight (8) hours of work shall constitute a shift. Except during the non-navigation season, shifts and days of rest shall be established in conformity with APPENDIX "C" hereof.

The normal hours for shift workers shall be as follows:

1st shift	-	00:00 midnight	-	08:00
2nd shift	-	08:00	-	16:00
3rd shift	-	16:00	-	00:00 midnight

- 18.3 Except as mutually agreed between the Union and the Corporation, seven and one half (7 1/2) consecutive hours of work, exclusive of a meal period, shall constitute a day's work, Monday to Friday inclusive, for office employees.
- 18.4 Deviation from normal work hours may be established only by agreement between the Corporation and the Union. Deviation from the shift schedule at APPENDIX "C" shall only be made upon mutual agreement between the Corporation and the Local Chairperson concerned in each local area of employment.

However, employees working in Canal Services Technicians positions who will be required to alternate between day and shift schedules following a predetermined rotation which shall be established by the Corporation in consultation with the Local Chairperson concerned. The latter shall be presented to the Union in February of each year.

*Modification in 2018 bargaining*

- 18.5 Except for shift workers, all employees required to work during their scheduled meal period shall be paid for such work at one and one-half (1-1/2) times their regular or acting rate, and at the first opportunity shall be allowed a half hour (1/2) meal period without deduction of pay.
- 18.6 Shift workers shall, without deduction of pay, be allowed thirty (30) minutes in which to eat.
- 18.7 The Corporation will continue to provide employees with a fifteen (15) minute rest period at the work site during each half day of scheduled work. This rest period will be taken at times not interfering with navigational operations.

- 18.8 An employee will only be required to provide one meal and this requirement will not apply to employees who are working outside their assigned local area of employment and are separated from their normal eating accommodation. On overtime work, excluding the meal carried by an employee on scheduled overtime or by a shift employee on overtime offered on his day of rest, meals shall be paid by the Corporation through payroll, at normal meal times during the day and at maximum four (4) hour intervals until release from work. Meal entitlement will be established if an employee works a minimum of two (2) hours before or beyond his scheduled work period. The payment of \$20.00 in lieu of a meal shall be made to the employee under this Article.

On work outside the employees' assigned local area of employment when separated from their normal eating accommodation, employees will be entitled to payment of \$20.00 for each meal entitlement.

Employees on board floating plant with food, heating and cooling facilities shall be entitled to a flat rate payment of \$20.00 per meal entitlement while working outside their local area of employment, except on long voyages where meals and a cook are provided.

## ARTICLE 19

### Overtime

- 19.1 Employees required to work in excess of the normal hours provided under Article 18, shall be paid for such work at one and one-half (1-1/2) times their regular or acting rate except as otherwise provided. Employees required to work overtime, other than continuous with their regularly assigned hours, shall be paid for such time at the applicable overtime rate or for four (4) hours at their regular or acting rate, whichever is the greater amount.
- 19.2 Employees required to work on their scheduled first day of rest in the work week shall be paid for such work at one and one-half (1-1/2) times their regular or acting rate.
- 19.3 Employees required to work on their scheduled second day of rest in the work week shall be paid for such work at double their regular or acting rate.
- 19.4 Shift workers required to work in excess of eight (8) consecutive hours shall be paid for such work at one and one-half (1-1/2) times their regular or acting rate, but this Article shall not apply to employees changing shifts as a result of having applied for another bulletined position.
- 19.5 Shift workers, other than spares, required to work in excess of eight (8) hours during any twenty-four (24) hour period shall be paid for such work at one and one-half (1-1/2) times their regular or acting rate, but this Article shall not apply to employees changing to or from operational assignments at the beginning or end of the navigation season, or to employees changing shifts as a result of having applied for another bulletined position.
- 19.6 Regular working hours of an employee shall not be suspended for the purpose of absorbing overtime.
- 19.7 When two or more types of overtime or premium compensation are applicable to the same hours of work, only the higher rate of compensation

shall be paid. In no case will overtime or premium compensation be duplicated or pyramided.

- 19.8 Recognizing equality of overtime as the ideal, scheduled overtime will be rotated within crews of employees insofar as this is possible without regard to respective seniority rights.

Agree that overtime averaging will be continuous whenever an employee transfer(s) from day work (maintenance) to shift work (operations) or from one shift to another – a reset to 0 shall occur only on April 1 of each calendar year.

- 19.9 In the interest of safety and in recognition of the need for adequate rest, an employee, other than a shift worker, who is required to perform call-out work shall be entitled, upon completion of this work, to eight (8) consecutive hours of rest without reduction of pay, as follows:

- No rest period for work completed on Saturday or Sunday;
- No rest period for work completed before 00:30 a.m.;
- No rest period for employees called out after 04:30 a.m.;
- Subject to the above, a rest period applies if the employee performed work for a period of at least four consecutive hours, which was completed after 00:30 a.m.;
- The employee is excused for the day's work if he performed work for a period of at least four consecutive hours which began before 04:30 a.m. and was completed after 06:00 a.m.;
- Where an employee is called out three (3) or more times between the hours of 08:00 p.m. and 08:00 a.m., the provisions of this Article will apply.

Situations not covered by the above will be evaluated by Management on a case by case basis.

- 19.10 Employees required to perform emergency work on an overtime basis on days of rest may opt to substitute such hours of overtime, calculated at the applicable premium rate, for up to five (5) days 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 time 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 to provide services from home through the use of computers outside 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.

- 19.11 The Corporation shall make every reasonable effort not to require an employee to work more than sixteen (16) hours in any twenty-four (24) hour period.

## Call-out, Stand-by and Premiums

- 20.1 Employees called out to work overtime, other than during their scheduled meal period, shall be paid for a minimum of four (4) hours at their regular or acting rate, if this is a greater amount than the overtime pay would otherwise be.
- 20.2 Employees called out as described in the preceding Article shall be considered as on continuous time from the time of call until completion of the work, and in addition, such employees shall receive one (1) additional hour's pay at their regular or acting rate for return to home from work provided that travelling time will not be allowed if the call-out period is continuous before his assigned work hours.
- 20.3 Employees required to stand-by for a call to work shall be paid for one sixth (1/6 of an hour for each hour of stand-by at their regular or acting rate or at the rate of the position for which they are standing by, whichever is the greater. Normal periods of stand-by shall be as follows:
- Ordinary Weekend:  
- Stand-by from 16:30 Friday until 08:00 Monday
- Paid Holidays during the Week:  
- Stand-by from 16:30 previous day to 08:00 following day  
Paid Holidays falling on Monday:  
- Stand-by from 16:30 previous Friday to 08:00 on Tuesday
- Paid Holidays falling on Friday:  
- Stand-by from 16:30 Thursday to 08:00 on Monday.
- 20.4 Employees who are required to standby during the weekend and to continue to standby for a call to work during the whole week from Monday night to Friday morning shall be paid for this week stand-by, six (6) hours at their regular or acting rate or at the rate of the position for which they are standing by, whichever is the greater. Employees required to standby may arrange exchanges of standby periods with fellow workers. Similarly, the rotation of required standby periods among employees may take place on a voluntary basis, provided designation of employees by the Corporation will continue in order to meet standby requirements when employees do not volunteer.
- 20.5 Employees may be required to stand-by for periods other than the periods listed in Article 20.3 provided that stand-by periods shall be for a minimum of twelve (12) hours.
- 20.6 Employees on stand-by, if they are required to work during the stand-by period, shall be paid for overtime at the applicable rate in addition to stand-by pay.
- 20.7 From date of ratification, employees assigned to shift work shall be paid a premium of one dollar (\$1.00) per hour worked on the third shift (16:00 to midnight), and a premium of one dollar and twenty cents (\$1.20) 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).
- Modification in 2018 bargaining*
- 20.8 Shift premiums shall not be added to the wage rates in calculating overtime pay.

- 20.9 Transportation in the course of regular employment from an assembly point to the site of work and from job to job will be supplied by the Corporation, and the Corporation will pay each employee so transported for the time used in travelling from the assembly point to the work site, and, if required, for the time used in transporting him back to the assembly point. In the event that an employee is authorized, and agrees, to use his or her own automobile for work-related travel on a regular or casual basis in lieu of such transportation, and provided the employee maintains the minimum required liability coverage, a kilometrage allowance will be paid on the basis of Corporation policy determined by semi-annual reviews.

The kilometrage allowance shall, in all cases, be deemed to cover the entire cost of operating personally-owned automobiles other than road, ferry, bridge and tunnel tolls and also necessary parking charges outside the employee's local area of employment. In no case shall a kilometrage allowance be payable in respect of any journey for which a Corporation-owned vehicle was available.

- 20.10 An employee required to travel on Corporation business, other than during his regular working hours, shall be paid while travelling up to a maximum of five (5) hours each way at one and one-half (1-1/2) times his regular rate. Reasonable expenses will be reimbursed in accordance with the Corporation's Travel Expenses Policy.

- 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.

*Introduce in 2018 bargaining*

- 20.13 To compensate permanent employees working on shift as Operations

Controllers and Structures Controllers in return for full and unlimited movement and for the interruption of meals, 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 and scheduling of said leave may not be limited to the non-navigation season.

- 20.14 Maintenance Team Leaders shall be paid a premium equal to 10% of the employee base rate of pay when assigned to the Team Lead position.

## ARTICLE 21

### Paid Holidays

- 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: New Year's Day, Good Friday, Easter Monday, Victoria Day (Queen's birthday), Fête nationale (in Québec only), Canada Day, Civic Day (in Ontario only), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, the third Monday of February and any other day expressly authorized by the Federal Government.

*Modification in 2018 bargaining*

If one of the above holidays falls on a Saturday or a Sunday, non-shift workers shall receive the following working day(s) as a holiday in lieu thereof.

It is the intent of this Article that an employee is entitled to receive the benefit of a paid holiday only once. That is, for a shift worker who is compensated for the holiday on the Saturday or Sunday and then transfers to a day position on the Monday, which is being observed by day workers as the "in lieu of" day, the Monday will be considered a normal work day and a day of annual or compensatory leave must be used to be paid for the day. Similarly, for a day worker who transfers to a shift work position on the "in lieu of" Monday, the Monday will be considered the holiday and the appropriate compensation applied.

- 21.2 Employees, other than permanent employees assigned to operational shifts during the navigation season, required to work on any of the above-mentioned holidays, shall be paid for all time so worked in addition to the holiday pay, at two (2) times their regular or acting rate with a minimum of four (4) hours at double time.
- 21.3 In order to qualify for pay on the above-mentioned holidays, an employee must render compensated service on the day preceding or the day following the holiday. However, employees who are laid off on the working day preceding the holiday, or on the working day following the holiday, but who work for at least two (2) days in the calendar week in which the holiday falls, shall be paid for the holiday.
- 21.4 Permanent employees assigned to operational shifts required to work on a paid holiday during the navigation season shall be paid at the regular rate unless entitled to premium compensation under Article 19, and they shall receive two (2) days Compensatory Leave to be taken during the non-navigation season for each such holiday worked.



Permanent employees assigned to operational shifts, on Annual Leave, long term paid Sick Leave or Bereavement Leave on a paid holiday during the navigation season, shall be deducted one (1) corresponding leave credit, and these employees on such leave, or on Injury Leave, shall receive two (2) days Compensatory Leave to be taken during the non-navigation season.

Permanent employees assigned to operational shifts, on Personal Leave or on paid Sick Leave other than the above on a paid holiday during the navigation season, shall be deducted one (1) corresponding leave credit, and shall receive one (1) day of Compensatory Leave to be taken during the non-navigation season.

For the purpose of this article, where a shift worker's day of rest falls on the holiday, the following working day will be considered the holiday; paid Sick Leave shall mean leave paid through the deduction of Sick Leave credits; long term paid Sick Leave on a paid holiday shall mean paid Sick Leave including the holiday, of at least five (5) consecutive days.

21.5 Operational shift workers required to work in excess of eight (8) hours on a paid holiday shall be paid for such work at two (2) times their regular or acting rate.

## ARTICLE 22

### Annual Leave

22.1 Employees covered by this Agreement shall earn annual leave in accordance with the following schedule, effective January 1, 2012:

<u>Years of Service</u>	<u>Entitlement for each completed month of continuous service</u>
1 <sup>st</sup> year to 8 <sup>th</sup> year	1-1/4 days per month (3 weeks)
9 <sup>th</sup> year to 16 <sup>th</sup> year	1-2/3 days per month (4 weeks)
17 <sup>th</sup> year to 24 <sup>th</sup> year	2-1/12 days per month (5 weeks)
25 <sup>th</sup> year to 32 <sup>nd</sup> year	2-1/2 days per month (6 weeks)
33 <sup>rd</sup> year and upwards	2-11/12 days per month (7 weeks)

A completed month shall be a calendar month in which a minimum of ten (10) days' pay is received.

22.1 a) Operational and marine employees or other employees temporarily assigned by bulletin to such positions, may not take annual leave during a navigation season, except that up to seventy-five percent (75%) of them shall be entitled to fourteen (14) calendar days of annual leave during that period, either on a continuous basis or in two (2) periods of seven (7) calendar days each, provided that the entitlement may be limited to fifteen percent (15%) in any given month. If more than the agreed percentage of operational or marine employees in each local area of employment applies to take annual leave during a navigation season, individual entitlement shall be as agreed to between the Corporation and the Local Chairperson concerned in each local area of employment. Temporary vacancies occurring in operational and marine positions which do not exceed fourteen (14) calendar days may be filled in accordance with Article 12.5 as if they were vacancies of five (5) days or less.

Operational and marine employees temporarily assigned by bulletin to another Division may be granted annual leave in accordance with the normal practices of that Division.

b) Notwithstanding paragraph a) above employees in the Canal Service Technician positions may not take annual leave during a navigation season, except that up to seventy-five percent (75%) of them shall be entitled to twenty-one (21) calendar days of annual leave during that period, either on a continuous basis or in three (3) periods of seven (7) calendar days each, provided that the entitlement may be limited to fifteen percent (15%) in any given month. 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. 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 season. This will be done in accordance to trade and seniority and in consultation with the Union Skilled Trades representative concerned.

22.3 Wages will be paid during annual leave at the rate of an employee's regular classification or at his acting rate if it has been in force for at least fifteen (15) days. For this purpose, up to three (3) days of sick leave or of-leave granted in accordance with Article 24.5 shall not constitute a break in the fifteen (15) day qualifying period.

Wages which will fall due during an employee's annual leave period may be paid prior to his departure provided the employee has made a written application not less than three (3) weeks before the commencement of the leave period.

22.4 An employee retiring on account of age or disability shall be granted or paid for full annual leave in that year.

22.5 An employee separated from the service of the Corporation in any way other than that provided in Article 22.4 shall be granted or paid for annual leave accrued at the date of separation. Annual leave granted in excess of earned credits shall be retained from any amount payable to a separated employee.

22.6 Scheduled vacation leave shall only be cancelled for unforeseen circumstances. Prior cancellation of approved vacation leave will entitle the employee affected to reimbursement of any loss occasioned by the cancellation.

22.7 An employee recalled during his period of annual or compensatory leave shall be paid during such recall at double his regular or acting rate and he shall be entitled to take the period of missed leave at a later date. The Corporation agrees that when recall from vacation is required, it shall be offered to those employees on vacation based on their placement on the equalization of overtime list.

22.8 Employees shall receive a vacation bonus in each year of fifty dollars (\$50.00) per week of annual leave entitlement for that year and payment shall be made in April. Any bonus paid in excess of entitlement shall be recovered from any amount payable to a separated employee other than a deceased employee.

22.9 Employees shall normally take their vacations herein provided within a

twelve (12) month period. However, employees may carry over to the next calendar year ten (10) days or one-half (1/2) of the previous year's annual leave entitlement. The Corporation shall schedule any unscheduled annual leave up to the carry over limit. Any extension will require the approval of the Corporation.

- 22.10 Employees covered by this Agreement shall be advised in January of each year of their balance of annual leave credits.

## ARTICLE 23

### Sick Leave

- 23.1 Employees covered by this Agreement shall earn sick leave at the rate of one and one-quarter (1-1/4) days for each completed month of continuous service. A completed month shall be a calendar month in which a minimum of ten (10) days' pay is received.
- 23.2 Unused sick leave shall accumulate throughout an employee's employment with the Corporation.
- 23.3
- a) The granting of Sick Leave may be conditional upon the production of a written declaration from an employee for absences up to a total of five days (five modified days) in a year except for absences in excess of three continuous days (two continuous modified days) .
  - b) Any absence in excess of three (3) continuous days (two continuous modified days), and all absences in excess of the five days (five modified days) granted conditionally upon the employee's written declaration, require a certificate from a qualified medical practitioner. Upon proof of the cost of obtaining such a certificate, an employee shall be reimbursed by the Corporation.
  - c) Any absence supported by a medical certificate is excluded from the total of five days (five modified days) that are granted conditionally upon the employee's written declaration.
- 23.4 Where an employee has had two (2) years' continuous service, he may be granted an advance on sick leave credits to be earned in the future to the extent of one (1) year's sick leave accumulation.
- 23.5 Sick leave may be substituted for annual leave where it can be established by the employee that an illness occurred while on annual leave.
- 23.6 Employees covered by this Agreement shall be advised in January of each year of their balance of sick leave credits.

## ARTICLE 24

### Personal Leave

- 24.1 Personal Leave shall accumulate at the rate of one-quarter (1/4) of one (1) day for each completed month of service to a maximum of three (3) days per year. A completed month shall be a calendar month in which a

minimum of ten (10) days' pay is received. Personal Leave credits will have to be taken during the year in which these are earned. Otherwise, cash payment of unused Personal Leave credits will be made in the month of February of the following year. In order to assist in maintaining the quality scheduling of work, the employee will give as much advance notice as possible of taking such leave, subject to Article 89(2) of the Canada Labour Code.

On this basis, the employee will provide forty-eight (48) hours notice to take such leave. The exception to the forty eight (48) hour notice period will be when time is required for a demonstrated sudden emergency requiring the personal involvement of the employee.

Employees may elect to take personal leave days in periods of four (4), eight (8) or twelve (12) hour intervals. When Personal Leave is taken continuous before and/or after approved Annual Leave in the employee's schedule, then advance notice for the Personal Leave will follow the rules of Annual Leave approvals and planning, and such Personal Leave will normally be accepted by the Corporation.

24.2 An employee retiring on account of age or disability shall be granted or paid for full Personal Leave in that year.

24.3 An employee separated from the service of the Corporation in any way other than that provided in Article 24.2 shall be granted or paid for Personal Leave accrued at the date of separation. Personal Leave granted in excess of earned credits shall be retained from any amount payable to a separated employee.

24.4 Maternity, Adoption and Parental Leave

For the purposes of granting Maternity, Adoption and Parental Leave, the provisions of the Canada Labour Code and of its Regulations shall apply.

24.5 Bereavement Leave

When a death occurs in the immediate family of an employee, Bereavement Leave will be granted without deduction from Personal Leave immediately following the day of the death, provided the employee has completed three (3) consecutive months of service, as follows:

- a) up to five consecutive working days (or modified working day if applicable) 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;
- b) up to three consecutive working days (or modified working day if applicable) in the event of the death of a grandchild, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law and any relative permanently residing in the employee's household or with whom the employee resides.

If notification of a qualifying death occurs prior to the commencement of normal working hours, an employee shall, on his request, commence his Bereavement Leave on this day in lieu of the day "immediately following the day of the death".

If notification to an employee of a qualifying death in the family occurs while

the employee is at work, any necessary leave hours in that day will be added to the overall Bereavement Leave entitlement. When special circumstances arise from the death in the family, an employee may request to defer up to two consecutive of the work days to which he is entitled for “associated related bereavement purposes.”

*Modification in 2018 bargaining*

24.6 Witness or Jury Duty Leave

Employees, other than those on leave without pay or under suspension, will be granted leave of absence with pay to cover jury service, or when subpoenaed to serve as Court witness, except as a litigant, without deduction from Personal Leave. As a condition of being granted such paid leave, jury service fees and witness fees received by the employee shall be turned over to the Corporation.

24.7 Leave for Public Office

Leave of absence without pay shall be granted to any employee elected to a full-time public office and the name of such an employee will be retained on the seniority list for the period covered by this leave of absence without pay.

24.8 Special Lay off and Leave without Pay - Detention Period

An employee in detention while awaiting trial will be considered on Personal Leave of absence without pay for the period of detention, with the exception of any suspension or dismissal applied under Article 26 during that period. An employee convicted of any offence and placed in detention will be considered on administrative layoff, except in the case of a dismissal, for a period not exceeding two (2) years. Upon return within this period, he will return to his former position, or, if the position has been abolished, will be re-assigned under the terms as applicable of Article 14 or Article 15.

24.9 The Corporation will provide unpaid emergency family leave up to ten (10) days per year.

24.10 The Corporation shall recognize compassionate leave as per the Canada Labour Code.

## ARTICLE 25

### Health and Welfare

25.1 The Corporation will pay for each employee the premiums towards a Life Insurance policy which covers, subject to the conditions of the master policy, double the amount of annual salary to age sixty-five (65)\*.

Subject to the same conditions, the policy will pay double indemnity for accidental death and will include a \$7,000 benefit upon the death of a dependent. Total permanent disability and dismemberment benefits for employees are also included. The benefits of such life insurance shall be payable to an employee's beneficiaries, and the Corporation will pay 100% of the premiums.

\* Life insurance benefits relating to retired employees are detailed in

The St. Lawrence Seaway Management Corporation Health and Welfare booklet.

- 25.2 The Corporation will pay the cost of a Health and Welfare Program for its employees insofar as applicable legislation permits, as follows:
- a) A Dental Plan, as agreed between the parties; being the Provincial Dental Association (PDA) of the previous year applying to the start of each calendar year of this collective agreement.
  - b) premiums for Major Medical coverage as agreed between the parties.
- 25.3 An employee with a dependent spouse or a dependent unmarried child or children under 21 years of age or under 25 if a full-time student shall be entitled to family coverage. An employee residing with a spouse will only be entitled to family coverage if supporting all of their dependent children.
- 25.4 There shall be a joint Consultative Committee composed equally of Corporation and Union representatives which shall meet at least once each year in the month of September to review health and welfare coverage.
- 25.5 The Corporation will continue to provide the current Long Term Disability Plan and pay the cost.
- 25.6 The Corporation shall pay the cost of medical reports when requested by an insurance provider or the Corporation.

## ARTICLE 26

### Discipline and Discharge

- 26.1 Employees covered by this Agreement will not be disciplined or discharged except for just cause. Such discipline or discharge will apply after the charges against them have been investigated and substantiated. 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. Potential charges shall be laid or notice of investigation against an employee shall be made within thirty (30) days of the knowledge of the alleged incident or of the discovery of any infraction which may result in charges.
- 26.2 An employee's supervisor shall investigate incidents at a meeting at which the employee concerned is entitled to be present and to be represented by no more than two (2) Union representatives. 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 Union representation.
- 26.3 An employee's supervisor may, under the direction of management give written reprimands but suspension or dismissal may only be imposed after the hearing of a charge by a Regional Vice-President or his delegate.
- 26.4 A charged employee may be held out of service by his supervisor, under the direction of management, for a period not to exceed three (3) days, pending investigation by the Regional Vice-President or his delegate and the officer ordering the holding out of service must immediately advise the employee in writing of the charge or charges against him.

26.5 Charges referred to the Regional Vice-President or his delegate, 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 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.

26.6 The Regional Vice-President or his delegate 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 suspension or dismissal, he shall, within three (3) days of the hearing, notify the charged employee and his Local Chairperson, in writing, of the decision.

26.7 An employee who is exonerated of all charges against him shall be paid for time lost while being held out of service and shall be reinstated in his former position without loss of seniority.

26.8 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.

26.9 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.

26.10 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.

26.11 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 article<sup>1</sup>, 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

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(1) <sup>1</sup> **Definition of Operational Irregularity:**

“ An accident or incident affecting Seaway structures or equipment which had or could have had a significant impact on Seaway operations or the Safety of employees or the public.”

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 26.1 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 Employer 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.

ARTICLE 27

Retirement

- 27.1 The provisions of the existing SLSMC Private Pension Plan remain in effect. Employees will be provided with an annual statement of pension status as required by the Pension Benefits Standards Act, subject to the Letter of Agreement between the parties attached as APPENDIX "J".
- 27.2 The features of the Post Retirement Health Benefit Program, introduced with the SLSMC Private Pension Plan shall remain in effect and continue to cover those future retirees of the Private Pension Plan who have not left pensionable service within the PSSA.
- 27.3 Notwithstanding Appendix "J", the SLSMC Private Pension Plan contribution amounts shall be maintained as follows: Employee contribution at 50% - Employer 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 **2017** annual pension plan evaluation. 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)
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2019	9.75%	13.75%
2020	9.75%	13.75%
2021	9.75%	13.75%

*Modification in 2018 bargaining*

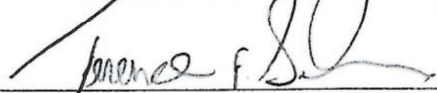
## ARTICLE 28

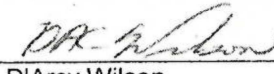
### Duration and Renewal


This Agreement shall remain in effect until March 31, 2021 and thereafter subject to one hundred and twenty (120) calendar days' notice in writing from either party of its desire to revise, amend or terminate, such notice may be served at any time subsequent to December 1, 2020.

In witness hereof, the following have signed:  
En foi de quoi, les parties ont signé :

**THE ST. LAWRENCE SEAWAY  
MANAGEMENT CORPORATION  
LA CORPORATION DE GESTION DE LA  
VOIE MARITIME DU ST-LAURENT**

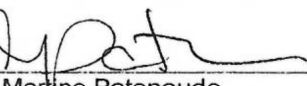
  
Terence F. Bowles  
President and C.E.O. |  
Président et chef de la direction

  
D'Arcy Wilson  
General Manager - Operations | Directeur  
gén. de l'exploitation - Niagara

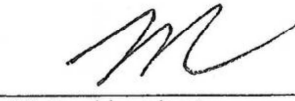
  
Alain Godard  
General Manager - Operations | Directeur  
gén. de l'exploitation - Maisonneuve

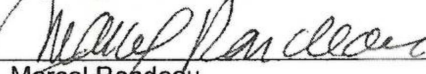
  
Sophia Ann Trotter  
Chief Human Resources Officer |  
Dirigeante principale des RH

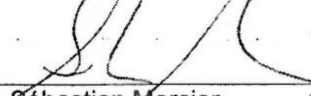
  
Jean-Francois Dutil  
Manager - HR Client Services |  
Gestionnaire RH - Services aux clients


  
Martine Patenaude  
Labour relations - Programs Officer |  
Agente des programmes - relations du  
travail


**UNIFOR**

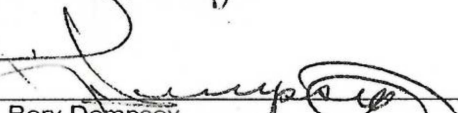
  
Michael Lambert  
National Representative |  
Représentant National

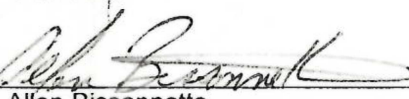
  
Marcel Rondeau  
National Representative |  
Représentant National


  
Sébastien Mercier  
President | Président, local 4320

  
Stephen O'Brien  
Local Chairperson | Président des griefs,  
local 4320

  
Matthew Rupay  
President | Président, local 4212

  
Rory Dempsey  
Local Chairperson | Président des griefs,  
local 4212

  
Allen Bissonnette  
Vice-president | Vice-président, local  
4323

  
Mark Bocchinfuso  
Trades Representative | Représentant  
des métiers spécialisés, local 4212

## APPENDIX "A"

### SEAWAY HOURLY RATE STRUCTURE OPERATIONAL AND MAINTENANCE

New salary scales represent 2.0% increase effective April 1st in every year for the term of this collective agreement.

	<i>Effective April 1, 2018</i>		<i>Effective April 1, 2019</i>		<i>Effective April 1, 2020</i>	
	Job Rates		Job Rates		Job Rates	
Job Class	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
1	\$25.43	\$26.21	\$25.94	\$26.73	\$26.46	\$27.26
2	\$26.21	\$28.23	\$26.73	\$28.79	\$27.26	\$29.37
3	\$28.23	\$30.48	\$28.79	\$31.09	\$29.37	\$31.71
4	\$30.48	\$32.95	\$31.09	\$33.61	\$31.71	\$34.28
5	\$32.95	\$35.29	\$33.61	\$36.00	\$34.28	\$36.72
6	\$35.29	\$37.65	\$36.00	\$38.40	\$36.72	\$39.17
7	\$37.65	\$40.01	\$38.40	\$40.81	\$39.17	\$41.63

**Note: Step 1 applies to new hires during their probationary period (90 days worked)**

## APPENDIX “B”

### REMEDY IN KIND FOR MISSED OVERTIME OPPORTUNITIES – TWELVE-HOUR OPERATING SHIFTS

Where there has been an improper distribution of overtime by the employer on twelve-hour operating shifts in the application of overtime offering procedures in accordance with Appendices C and F of the memorandum of agreement on twelve-hour shifts, the claim is essentially for a missed overtime opportunity. The arbitrators have stated that a remedy in kind, in the form of another opportunity, is more appropriate than an award of monetary damages.

*The purpose of remedy in kind is to place the employee in the same position as before the incident being grieved, and ensure that the remedy is not a punishment to the employer but rather the provision of a compensating opportunity.* The compensating opportunity however must not take away from another employee compensation that he would have been entitled to had the incident being grieved not occurred.

- Remedy in kind should not grant overtime by reducing the overtime offered to the team.
- In such a case of allocation of overtime to the employee, remedy in kind would apply and should be an equal number of overtime hours worked.
- These "remedy in kind" hours are paid for work which normally would not have required the addition of personnel to the workforce already on location; these overtime hours are therefore additional to those overtime hours which the Corporation would normally have paid.
- Remedy in kind is normally organized in the month following the date on which it is resolved that an error has been made.
- The hours provided as “remedy in kind” count among hours of overtime rotated within the Service team as per the rules of overtime rotation outlined in Appendix F of the 12-hour shift memorandum of agreement.

## APPENDIX "C"

SHIFT SCHEDULE	M T W T F S S	M T W T F S S	M T W T F S S
	<b>1</b>	<b>2</b>	<b>3</b>
1st shift 2nd shift 3rd shift	A A A A A B B D (D) C C C C C B B B D D D D	B B B D D D D A A A A (A) B B D C C C C C A	D C C C C C A B B (B) D D D D A A A A B B B
	<b>4</b>	<b>5</b>	<b>6</b>
1st shift 2nd shift 3rd shift	A A A A B B B (D) C C C C C A B B D D D D D	B B D D D D D A A A (A) B B B C C C C C A A	C C C C C A A B (B) D D D D D A A A B B B B
	<b>7</b>	<b>8</b>	<b>9</b>
1st shift 2nd shift 3rd shift	A A A B B B B C C C C (C) A A B D D D D D C	B D D D D D C A A (A) B B B B C C C C A A A	C C C C A A A (B) D D D D D C A A B B B B B
	<b>10</b>	<b>11</b>	<b>12</b>
1st shift 2nd shift 3rd shift	A A B B B B B C C C (C) A A A D D D D D C C	D D D D D C C A (A) B B B B B C C C A A A A	C C C A A A A D D D D (D) C C A B B B B B D
	<b>13</b>	<b>14</b>	<b>15</b>
1st shift 2nd shift 3rd shift	A B B B B B D C C (C) A A A A D D D D C C C	D D D D C C C (A) B B B B B D C C A A A A A	C C A A A A A D D D (D) C C C B B B B B D D
	<b>16</b>	<b>17</b>	<b>18</b>
1st shift 2nd shift 3rd shift	B B B B B D D C (C) A A A A A D D D C C C C	D D D C C C C B B B B (B) D D C A A A A A B	C A A A A A B D D (D) C C C C B B B B D D D
	<b>19</b>	<b>20</b>	
1st shift 2nd shift 3rd shift	B B B B D D D (C) A A A A A B D D C C C C C	D D C C C C C B B B (B) D D D A A A A A B B	At this point schedule repeats itself.

NOTE: Day shown in brackets is scheduled first day of rest and shall be worked as overtime

## **APPENDIX “D”**

Deleted from 2011-2014 Collective Agreement

## APPENDIX “E”

March 16, 2006

Mr. Abe Rosner  
National Representative, CAW  
565 Cremazie East blvd  
Suite 10100  
Montreal, (Québec)  
H2M 2W1

**Subject: Retraining**

Mr. Rosner,

During the 2005 collective bargaining sessions, the parties discussed the commitment of the Corporation regarding retraining in the context of Article 13 of the collective agreement.

It is the shared goal that whenever new skills are required, the Corporation undertakes to use its best efforts to fill the demand from within the existing workforce before hiring from the outside. To that end, the Corporation undertakes to use the tools available within the collective agreement, to provide retraining and upgrading opportunities to willing employees who possess the required aptitude. While endeavouring to give preference to existing employees, the parties understand that the Corporation cannot commit to satisfying all its current and future skill requirements from within the existing workforce.

Sincerely,

[ *Original signed by Sophia Trottier* ]

Sophia Trottier  
Director, Internal Strategy



### Memorandum of Understanding – Paid Holidays

To ensure the right mix of skills and resources are available throughout the year, the following agreement is being implemented for Paid Holidays. Each Region will:

- determine its needs for the following non-navigation season, as soon as possible;
- attempt to fill these needs by offering the work to the senior qualified employees;
- where a senior qualified employee accepts to work during the non-navigation season that employee will be paid for the applicable amount of Paid Holidays in lieu of Compensatory Leave credits accumulated per Article 21.4;
- depending on the need, towards the end of the navigation season, a further offer may be made to fill such requirements;
- these additional needs will be filled by offering senior qualified employees the option of working during the non-navigation season or be paid for the applicable amount of Paid Holidays in lieu of Compensatory Leave credits accumulated per Article 21.4

Compensatory Leave credits accumulated for Paid Holidays and not taken during the non-navigation season will be paid to the employee prior to the end of the fiscal year.

Each Region will administer this agreement locally, and any changes required will be discussed.

## **EDUCATION FUND**

The Corporation agrees to pay into a special fund five (5) cents per hour per employee for all compensated hours for the purpose of covering education costs and compensating Unifor Education Leave. Said Education Leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a special fund established by Unifor and sent by the Corporation to the following address:

Unifor Canada (Paid Education Leave)  
205 Placer Court,  
Toronto, ON  
M2H 3H9

## **SOCIAL JUSTICE FUND**

The Corporation agrees to pay into a Special Fund one (1) cent per hour per employee for all compensated hours for the purpose of contributing to the Unifor - Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a quarterly basis into the Fund established by its Board of Directors and sent by the Corporation to the following address:

Unifor Canada  
205 Placer Court,  
Toronto, ON  
M2H 3H9

## **APPENDIX "I"**

### **POLICY ON RESPECTFUL AND SAFE WORKPLACE**

*Please refer to the Corporation's policy regarding the Respectful and Safe Workplace*

## APPENDIX "J"

December 12, 1998

### Letter of Understanding

WHEREAS all pension and benefits issues of the kind described in Section 138 of the *Canada Marine Act* have been resolved, with the sole exception of the employee pension contribution issue;

AND WHEREAS the parties, without prejudice to their respective positions and interpretations, are desirous of settling this final issue without resorting to arbitration;

THEREFORE IT IS AGREED AS FOLLOWS:

1. The current P.S.S.A. formula for employee pension contributions shall remain unchanged after March 31, 1999 and apply to the new SLSMC private pension plan which shall be amended accordingly subject to what follows.
2. In the event that, the employee contribution formula as currently set out in the P.S.S.A. should be changed, then at the written notice of either party after December 31, 2000, the parties shall meet to discuss appropriate equitable amendments to the contribution levels in the SLSMC private pension plan.
3. If, in the situation described in item 2 above, it is determined that the amendment of the P.S.S.A. contribution formula was made in exchange for or in recognition of some additional employee benefits, then at the request of either party, the parties shall meet to discuss appropriate and equitable amendments to the employee benefits provisions in the SLSMC private pension plan.
4. In the event of any dispute as to the interpretation or application of this agreement, the parties will endeavour to resolve the difference, failing which either party may submit the matter to a single arbitrator for final and binding disposition.
5. This agreement will remain in effect during the five year duration of the overall pension agreement, subject to the right of the parties to modify or cancel it by mutual agreement.

Signed in Montreal this 12<sup>th</sup> day of December 1998

**Original signed by A. Rosner**

FOR THE UNION (CAW)

**Original signed by A. Latour**

FOR THE EMPLOYER (SLSMC)

## APPENDIX "K"

202 Pitt Street  
Cornwall, Ontario  
K6J 3P7

February 10, 1999

File No.: C-2-8-2-3

**Mr. Gary Fane**

C.A.W. - T.C.A.  
205 Placer Court, North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Fane,

**Re: Medical Examinations – Attending Physician**

I refer to our discussions in the course of the 1999 Negotiation sessions, regarding medical examinations of the employees.

The Corporation accepts a common approach pertaining to the choice of the attending physician for medical examinations, whereby these examinations will be administered by the Employer physician on company time, with the option however for the employee of receiving the examination from his personal physician on his own time.

Sincerely Yours,

**Original signed by A. Latour**

André Latour,  
Vice-President, Human Resources

## APPENDIX "L"

October 14, 2011

Mr. Menicanin,  
CAW, Canada  
318 Ontario Street – Unit 7B  
St. Catharines, Ontario  
L2R 5L8

**Subject: Union Representatives – Operational and Maintenance and Cornwall Headquarters Groups**

Mr. Menicanin,

I refer to our discussions in the course of the 2011 negotiations sessions, regarding representatives who are on Union Leave on a more regular basis.

The practice of the Employer of allowing two (2) employees to be on regular leave for Union Business will continue for the life of the 2018-2021 Collective Agreement, and these two (2) elected Union Officials will be counted in the six (6) representatives listed in Article 3.2 for collective bargaining.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sophia Trottier', written in a cursive style.

Sophia Trottier  
Director, Internal Strategy

## APPENDIX "M"

December 14, 1998

Mr. Gary Fane  
National Director of Transportation  
C.A.W.  
Head Office  
205 Placer Court  
North York Willowdale  
M2H 3H9

Dear Mr. Fane,

SUBJECT: DAY OF MOURNING

This is to confirm that each year, on the occasion of a National Day of Mourning, one minute of silence will be observed on the work site at or about 11:00 A.M. on April 28<sup>th</sup>, in memory of the workers who died while performing their work for the Corporation.

The flag of the Corporation will be flown at half-mast as part of this commemorative tribute.

Sincerely,

**Original signed by A. Latour**

André Latour  
Vice-President, Human Resources



## APPENDIX "N"

October 20, 2001

Mr. Gary Fane ,  
National Director of Transportation,  
Head Office CAW  
205 Placer Court  
North York Willowdale  
M2H 3H9

**Subject: Minute of Silence – Montreal Massacre**

Dear Mr Fane,

This is to confirm that each year at or about 11:00 A.M. on December 6<sup>th</sup>, one minute of silence will be observed on the work site, in memory of the women deceased in the shooting massacre at the Institut Polytechnique of Montreal.

Sincerely,

**Original signed by A. Latour**

André Latour  
Vice-President, Human Resources

## APPENDIX "O"

202 Pitt Street  
Cornwall, Ontario  
K6J 3P7

October 3, 2001

File No. C-71-8-2-3

Mr Gabe MacNally  
National Representative, CAW  
318 Ontario Street Unit 7-B  
St. Catharines, Ont L2R 5L8

### **Re: Provision of Service vehicles to employees on Standby**

Dear Mr MacNally,

I refer to our discussions on the above matter during the 2001 Operational and Maintenance Group collective bargaining sessions.

For efficiency purposes, the Corporation intends during the life of the new agreement to continue the current practice of supplying Service vehicles to employees on standby, to be used strictly when responding to Service calls and performing work for the Corporation.

Sincerely,

**Original signed by A. Latour**

André Latour  
Vice-President, Human Resources

**ABUSE OF SICK LEAVE**

During the 2001 negotiations with the O & M/C.H.Q. Groups, the Corporation advised the Union, that as of January 1, 2002, special attention would be brought to the problem of excessive absenteeism.

Where the Corporation believes there has been abuse, its representative will meet with the individual and his/her Union representative to correct the situation.

In cases where the absenteeism is suspicious, the Corporation will request the employee to produce a certificate from a qualified Medical Practitioner. The Union agrees that the Corporation has the right to request a Doctor's Certificate in cases where an employee has booked off sick in conjunction with his/her holidays, and in the case where time off had been refused and the employee booked off sick for the same period.

The Union is in agreement that sick time is to be used for legitimate illness and is not to be used as casual time off.

Finally, abuse of sick time can lead to discipline including dismissal.

### PROCESS AND CONDITIONS FOR ASSIGNING A PROJECT TO BE CARRIED OUT BY OUR WORKFORCE

#### ❶ PROCESS

- The Trades' Representative will receive the Major Projects Budget List in September in order to have a global vision of the following year projects
- The teams and coordinators review the list of projects (Oct).
- Each team/coordinator identifies the projects it can carry out taking into account the Maintenance Priorities and the conditions below. They seek help from the Infrastructures Maintenance Groups to get information on P/M, corrective Projects, budgeted Projects, etc.
- The global list is reviewed and finalized at the Union/Management meeting in November. The Trades' Representative will be invited and will have an active role. Identify for each project who will be the person responsible within the trades' team.
- The final list is given to the appropriate managers.
- The Project Leader will ensure a communication with the responsible Trades' person to inform on the major issues and invite him/her at the Scope of Work meeting, if required.
- The projects are carried out.
- If there is any change to the list or projects to be carried out during the year, notification & explanations will be given to Union representative and to the teams by Management.

#### ❷ CONDITIONS

- The execution of major projects must not interfere with:
  - preventive maintenance (PM);
  - inspections;
  - corrective projects including emergencies;
  - internal projects covered by the regular maintenance budget.
- Before deciding and for each major project, the team and coordinator must make sure :
  - they have the expertise and available workforce (including the holidays, etc);
  - they are able to meet the work schedule;
  - the project can be finalized within budget;
  - that the avoidance of overtime is not the sole and determining factor;
  - no additional personnel will be required.

**SKILLED TRADES RECOGNITION**

A Journeyman in any of the designated Skilled Trades shall mean any person who has established the following:

- a) Has served a bona fide apprenticeship of four (4) years - (8000) hours - or of a different duration as determined by the province for recognition purposes and possesses proof of such Apprenticeship service, and has completed with success the associated courses and qualification examinations provided for through provincial legislation, or
- b) Holds a Journeyman card recognized and regulated by the province, or
- c) Provides ample proof of Journeyman status to the Corporation and to the Technical Trades Sub-Committee, for example a recognized Uniform Journeyman card in the trade in which he claims recognition.

Such Journeymen employed by the Corporation will be compensated at the rate established in the Pay Plan associated with the Joint Job Evaluation Plan.

Recognition into Skilled Trades status shall be restricted to persons:

- a) Who qualify as Journeyman under the provisions set forth in the immediately preceding paragraphs, or
- b) Who qualify for Journeyman status through any Apprenticeship Program which may be negotiated by the parties, or
- c) Who provide the documents proving their claim to Journeyman status both to the Corporation and the Technical Trades Sub-Committee.

## APPENDIX "S"

### SKILLED TRADES ALLOWANCE

Effective January 1, 2019, an annual Skilled Trades Allowance of \$625.00 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. Effective January 1, 2020 the allowance will be increased to \$650.00. 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

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

**\*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)  
205 Placer Ct.  
Toronto ON  
M2H 3H9

## APPENDIX "T"

March 16, 2006

Mr. Abe Rosner  
National Representative, CAW  
565 Cremazie East blvd  
Suite 10100  
Montreal, (Québec)  
H2M 2W1

**Subject: New arbitration process**

Mr. Rosner,

During the 2005 collective bargaining sessions, the parties discussed the arbitration process in the context of Article 5 of the collective agreement.

The parties agreed to adopt, on a trial basis for the term of this collective agreement, what has been discussed as the "railway style of arbitration", including Joint Statement of Fact and Issue, written briefs, minimal use of witnesses, etc.

Sincerely,

*[Original signed by Sophia Trottier]*

Sophia Trottier  
Director, Internal Strategy

## APPENDIX "U"

### LETTER OF UNDERSTANDING – Re Union Participation

During the 2008 collective bargaining session, the Union and the Corporation discussed the introduction of new technologies, such as hands-free mooring system(s), and the potential impact it shall have on the staffing of locks in the future. In conjunction with the introduction and deployment of these technologies, the Corporation undertakes with the Union as follows:

1. The introduction of hands-free mooring technology is currently being implemented by a Steering Committee consisting of the Regional Vice-Presidents, Director of Operational Services, Director of Internal Strategies, Chief of Operational Services, Project Lead, and Corporate Manager of Civil Engineering.
2. The Steering Committee is responsible for four sub-committees; Marine Expert Team, Engineering Team, Safety Team, and Operational Team. The first is comprised of users and ship inspectors, the second comprised of employees and suppliers and the latter two comprised of employees.
3. The Corporation invites the O&M's two representatives referenced in Appendix L of the collective agreement to attend and participate in the Steering Committee with a view to becoming informed about the progress of the realization of this initiative.
4. The Corporation further invites the Union (the two representatives referenced in Appendix L of the collective agreement or their subject matter experts) to attend and participate on the Engineering and Operational Teams.



## APPENDIX "V"

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

During the 2008 collective bargaining session, the Union and the Corporation discussed the introduction of new technologies, such as hands-free mooring system(s), and the potential impact it shall have on the staffing of locks in the future. In conjunction with the introduction and deployment of these technologies, the Corporation commits to the Union as follows:

1. When a lock is equipped with hands-free mooring technology and it becomes operational article 12.18 shall no longer apply to that lock.
2. When the operation of this technology results in redundant positions or a reduction in the number of positions required, the Corporation shall abolish the position in accordance with article 15 of the collective agreement and the incumbent shall be entitled to exercise his/her seniority. Should the incumbent be deployed to another assembly point, location or shift as a consequence of the abolishment, said deployment shall first be limited to the incumbent's area of employment and thereafter to the Region, except that affected employees in Iroquois will not be assigned to any position in the remainder of the Maisonneuve Region and that affected employees in Beauharnois/South Shore will not be assigned to a position in Iroquois. Any reductions in positions and or personnel shall be by attrition.
3. With respect to article 14.12, the parties acknowledge the Corporation's right to optimize the use of resources when manually tying up and casting off commercial vessels. In this vein, when the Corporation deems it feasible, two of the three employees manually tying up and casting off commercial vessels will be qualified in canal structures operations.
4. Articles 12.18 and 14.12 shall not apply to Lock 7 (Iroquois) and Lock 8 (Port Colborne) once the Corporation has developed and implemented new operating procedures for two (2) person tie up. When the implementation of this procedure results in redundant positions or a reduction in the number of positions required, clause #2 will be applied.
5. Employees currently working in the core maintenance team will continue in their existing positions with their normal hours of work and will not be reassigned between the shift schedule and day schedule as a result of the introduction of new technology or skills of the future.
6. The Corporation will provide regular employment to Lisa Bailey (Iroquois) until she has qualified for a permanent position in an internship (in a job of the future), has been assigned by the Corporation to a permanent position or bulletined and secured a permanent position. Until she has secured a permanent position she will have no rate protection. Should she refuse an offer of assignment to a permanent position in Iroquois or Cornwall by the Corporation she will be deemed to have resigned.
7. The Corporation confirms that the current interns (CST and Operations Controllers) will maintain the current terms and conditions of their internship, including interns who are former flex employees, conditional on their successful completion of the program. Should any intern be unsuccessful, clause 6 above will apply.

## APPENDIX "W"

March 16, 2006

Mr. Abe Rosner  
National Representative, CAW  
565 Cremazie East blvd  
Suite 10100  
Montreal, (Québec)  
H2M 2W1

### **Subject: Closing of Navigation**

Mr. Rosner,

During the 2005 collective bargaining sessions, the parties discussed issues related to the Closing of the Navigation Season and the entitlement of compensatory leave for the statutory holidays of Christmas and Boxing Day.

The Corporation, on a trial basis for the term of this collective agreement, shall apply the following:

“When navigation extends to Christmas Day in any canal, the Corporation will ensure that the navigation rules regarding the earning of compensatory leave associated with the Christmas and Boxing Day holidays will continue until all the shift employees on that 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.”

The Union agrees that the Corporation will no longer supply meals on overtime as contemplated by article 18.5, rather the Corporation will apply the dollar allowance per meal through payroll.

Sincerely,

*[Original signed by Sophia Trottier]*

Sophia Trottier  
Director, Internal Strategy

## APPENDIX "X"

### MEMORANDA OF AGREEMENT

This list covers most of the general Memoranda of Agreements and is not meant to cover all existing Agreements:

1. Job Evaluation Plan Operational and Maintenance Group Policy Statement
2. Agreement to enter into a Private Pension Plan upon commercialisation with benefits comparable to PSSA Plan
3. Memorandum of Agreement - Bilingual Bonus
4. Memoranda of Agreement on the Twelve Hour Shift Schedule
5. Memorandum of Agreement for Flexible Employees
6. Letter of Agreement on the conditions of administering Union sponsored LTD Plans (also applies to the Cornwall Headquarters Group) Appendix "E"
7. Summary on Long Term Disability Provisions (Ref. Article 25.5)
8. Memorandum of Settlement on the implementation of Service Teams, rate protection and overtime rotation, with Service Team Work Practices Handbook referred to
9. Memorandum of Agreement - Team Leaders
10. Memorandum of Agreement on special schedules and conditions for the Floating Crane "Hercules" and other floating equipment (Maisonneuve)
11. Conditions of Transfer – Former members of the Public Service Alliance of Canada
12. Summary of Health Care coverage for Pensioners (Ref. Article 27.2)
13. Letter Regarding hydrographic surveys
14. Memorandum of Agreement (Iroquois) Re Safety Rest and Stand by Pay for Shift Workers
15. Memorandum of Agreement on the 12 hour shift – Difficult Closing of navigation seasons (South Shore and Beauharnois Canal only)
16. Memorandum of Agreement Hours of Work at South Shore (Cleaners) – Maisonneuve Region
17. Internship Agreement for Canal Service Technician
18. Implementation of Job Evaluation Plan and Pay Structure and Job Rates Operational and Maintenance Group