

OPERATIONAL AND MAINTENANCE GROUP
MEMORANDUM OF AGREEMENT
ON THE PROVISIONS FOR
THE TWELVE HOUR SHIFT SCHEDULE
NIAGARA REGION and IROQUOIS

Effective as of the opening of the Navigation Season 2020

MEMORANDUM OF AGREEMENT

between

The St. Lawrence Seaway Management Corporation
hereinafter referred to as "The CORPORATION"

and

UNFOR LOCALS 4212, 4320 and 4323
(Operational and Maintenance Group)
hereinafter referred to as "The UNION"

It is understood and agreed between the Corporation and the Union to continue the project of a twelve (12) hour shift schedule, under the following terms and conditions:

1. AFFECTED GROUP:

All shift employees assigned to:

- a) Niagara Region Locks and Bridges;
- b) the Niagara Region Traffic Control Centre and;
- c) the Iroquois Canal;
- d) those called upon to fill vacancies in the above-mentioned groups.

2. DURATION OF PROJECT:

Indefinite.

3. PRELIMINARY CONDITIONS:

The following conditions must be met:

- a) The Corporation's representatives must be satisfied that the criteria, as outlined in No. 4, will probably be met under the operating procedures of the project (replacement, pay, overtime, etc).
- b) A permit requested jointly by the Corporation and the Union was approved by the Minister of Labour of Canada.
- c) The Union agrees that the Corporation can terminate the project for the affected group at any time, with a two (2) week notice, for any valid reason, including not meeting the criteria outlined in No. 4. In such a case, the Union will accept to sign a joint request to terminate the project, to be submitted to the Minister of Labour Canada.

However, the Corporation agrees to discuss the reasons for terminating the project with the Union representatives, prior to giving the two (2) week notice.

- d) The Corporation agrees that the Union can terminate the project for the group at any time, with a two (2) week notice, for any valid reason. In such a case the Corporation will accept to sign a joint request to terminate the project, to be submitted to the Minister of Labour Canada.

However, the Union agrees to discuss the reasons for terminating the project with the Corporation representatives, prior to giving the two (2) week notice.

4. OPERATING CRITERIA:

The following criteria must be met by the affected group in order to succeed and maintain the project:

- (a) The total labour cost under the twelve (12) hour shift schedule must not exceed the total labour cost caused by the eight (8) hour shift system.
- (b) For the affected group, the absenteeism rate for sick leave (short term: three (3) modified days or less) should not exceed 3% of regular hours paid. It is now believed that an absenteeism rate of over 3% would make the twelve hour shift schedule too difficult to operate and cause the Corporation and the employees to lose essential advantages of the proposed schedule. The safety of the employees must not be jeopardized by the twelve-hour shifts. The industrial norm will serve as a guideline in analyzing the frequency and severity of accidents.
- (c) Replacement of personnel on annual leave and the filling of long and short term vacancies must take place without major difficulties and without creating additional overtime costs because of the twelve hour shifts.
- (d) Internal communications must not deteriorate due to the twelve (12) hour shift schedule.
- (e) Service to the users of the Seaway must not decline due to the twelve (12) hour shift schedule.
- (f) The productivity of the affected group must not decline due to the twelve (12) hour shift schedule.

5. WORK SCHEDULE:

The work schedule outlined in Appendix "A" of this Memorandum of Agreement will apply for the affected group, subject to the Memorandum of Agreement for Flexible Employees.

The twelve (12) hour shift schedule is made up of a four (4) week cycle, divided as follows:

60 – 24 – 53 and **31** hours for a total of 168 hours per cycle and a weekly average of 42 hours (including two hours overtime).

- N.B. The **sixty (60)** hour week includes the "sixth day" (8 hour overtime). Therefore, 160 hours will be paid at the regular rate and 8 hours at the applicable overtime rate for a total of 168 hours per cycle.

6. REPLACEMENT PROVISIONS:

For details on replacement provisions, refer to Appendices "C", "D" and "E".

7. COLLECTIVE AGREEMENT:

Modifications had to be made to the Collective Agreement covering the group, in order to adjust to the twelve-(12) hour system. These modifications constitute Appendix "B" of the Memorandum of Agreement. Furthermore, any change or new article in the Collective Agreement which results from collective bargaining will be added to pertinent articles of this agreement to reflect the change involved, provided that an additional agreement shall be reached on such a change when it is directly related to the shift structure or the replacement provisions. The Memorandum of Agreement for Flexible Employees takes precedence in regards to the conditions applicable to such employees.

8. PAY PROVISIONS:

Crews shall compile hours, prepare time sheets and enter time into the computer.

Following the four (4) week cycle of the twelve (12) hour schedule, the employees will receive four (4) regular pays (basic 40 hours), and for a given cycle, the "sixth day" worked will be added on one of the four pay cheques.

These procedures could be subject to modifications as required by the accounting services.

9. RESOLUTION OF PROBLEMS:

A committee formed, as required, of two employees of the group concerned, of a Union Representative and of a Manager of the group concerned will take corrective measures required and will evaluate the progress of the project.

Any difference between the employees and the Corporation may be resolved through the usual provisions of Article 5 of the Collective Agreement.

10. PROVISIONS TO BALANCE TIME FOR PERSONNEL ON 12 HOUR SHIFTS:

The procedures outlined in Appendix "D" will be used in order to balance the number of hours worked by personnel.

N.B. This Memorandum of Understanding includes the following appendices:

- Appendix "A" Twelve (12) hour shift schedule
- Appendix "B" Modifications to collective agreement
- Appendix "C" Short term replacement provisions
- Appendix "D" Provisions to balance time for personnel on twelve (12) hour shifts
- Appendix "E" Pay provisions for overtime worked on a day of rest which is a statutory holiday
- Appendix "F" Overtime and overtime rotation
- Appendix "G" Call-in procedures on overtime
- Appendix "H" Switching Shifts Form

In witness hereof, the following have signed:

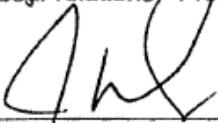
THE ST. LAWRENCE SEAWAY
MANAGEMENT CORPORATION | LA
CORPORATION DE GESTION DE LA
VOIE MARTIME DU ST-LAURENT



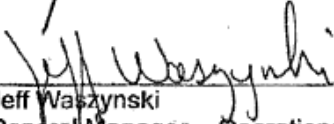
Kelly Stevenson
Manager - HR Programs and Client
Services



Martine Patenaude
Labour relations - Programs Officer



Jeff Weaver
General Manager - Niagara



Jeff Waszynski
General Manager - Operations Niagara

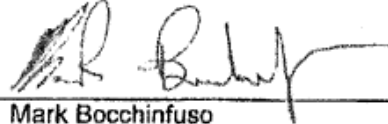
UNIFOR



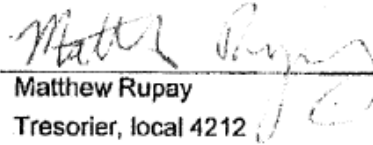
Michael Lambert
National Representative



Erik Maddocks
President local 4212



Mark Bocchinfuso
Local Chairperson 4212



Matthew Rupay
Tresorier, local 4212



Matthew Laurin
President local 4323

Appendix "A"

TWELVE HOUR SHIFT SCHEDULE

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
0700-1900	A	A	B	B	A	A	A	D	D	A	A	D	D	D	C	C	D	D	C	C	C	B	B	C	C	B	B	B
1900-0700	C	C	D	D	C	C	C	B	B	C	C	B	B	B	A	A	B	B	A	A	A	D	D	A	A	D	D	D

A – **60***

B – **24**

C – **53**

D – **31**

Total : 168

A – **24**

B – **53**

C – **31**

D – **60***

Total : 168

A – **53**

B – **31**

C – **60***

D – **24**

Total : 168

A – **31**

B – **60***

C – **24**

D – **53**

Total : 168

N.B. The night shift (**1900-0700**) always begins at **1900** hours on the same day.

Sixth Day The eight (8) hour overtime period called "sixth day (shifts encircled in black above)" and paid at time and a half (1-1/2) will be worked from **1100 to 1900 on Friday**.

Any employee, including a spare, assigned in accordance with Article 12.4 to a crew working the "sixth day" will be entitled to this overtime pay conditional upon his having worked the "sixth day" and having been assigned to the complete schedule of that crew **sixty (60 hours)** in the week concerned.

Appendix "A"

SUMMER VACATIONS

As in the past, employees of the group concerned will be entitled to summer vacations, under the following conditions:

In order to facilitate the replacement of the employees going on vacation and also to simplify the scheduling of the employees who will be filling these vacancies, vacation periods will have to coincide as much as possible with the 84 hour periods described hereinafter.

It is to be noted that these 84 hours periods are repeated every two weeks.

Also, the maximum of ten (10) work days (80 hours), which applies to the eight (8) hour schedule, becomes seven (7) modified days (84 hours) in the twelve hour schedule.

(See attached chart)

1st possibility: **2 days / 3 days / 2 days (7 modified days)**
Duration: 14 calendar days
Annual leave required: **6-1/3 modified days (76 hours)**

2nd possibility: **2 nights / 3 nights / 2 nights (7 modified days) duration:**
14 calendar days
Annual leave required: **7 modified days (84 hours)**

In addition to the preceding paragraph, and subject to operational requirements, at the Corporation's discretion and so long as overtime is not incurred, the maximum may be increased by five (5) work days (40 hours), which is three (3) modified days (36 hours).

For employees in Canal Service Technician positions, the maximum of fifteen (15) work days (120 hours) which applies to the eight (8) hour schedule becomes ten (10) modified days (120 hours) where the "sixth day" is worked in the twelve hour schedule or nine and one third ($9\frac{1}{3}$) modified days (112 hours) where the "sixth day" is not worked in the twelve hour schedule.

Appendix "A"

VACATIONS ON TWELVE HOUR SHIFTS

84-hour periods/2 weeks for vacation purposes
(Example applicable to all 4 shifts)

	←----- 1st possibility ----->														←----- 2nd possibility ----->													
	Start 1 st							End 2 nd							End 1 st							Start 2 nd						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
0700-1900	A	A	B	B	A	A	A	D	D	A	A	D	D	D	C	C	D	D	C	C	C	B	B	C	C	B	B	B
1900-0700	C	C	D	D	C	C	C	B	B	C	C	B	B	B	A	A	B	B	A	A	A	D	D	A	A	D	D	D
	Duration of leave: 14 calendar days or 6 1/3 modified days														Duration of leave: 14 calendar days or 7 modified days													
	2 days / 3 days / 2 days														2 nights / 3 nights / 2 nights													
	NOTE : The employee who has chosen the first possibility would not work his regular schedule from Monday 1900 hours to Monday 0700 hours 2 weeks later														NOTE: The employee who has chosen the second possibility would not work his regular schedule from Monday 0700 hours to the Monday at 1900 hours 2 weeks later													

Appendix "B"

MODIFICATIONS TO THE COLLECTIVE AGREEMENT TWELVE (12) HOUR SHIFT SCHEDULE

- 1.4 "MODIFIED DAY" - For the purpose of this Agreement, "modified day" shall mean a twelve (12) hour work day.
- 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. If that period is less than one third of a modified day (4 hours), employees will receive one third of a modified day (4 hours) at the higher rate. Employees required to work at a lower-rated position shall not have their rate reduced.
- 9.1 Recognizing the desirability of regular, year round re-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 Authority for at least sixty (60) modified 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.
- 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 forty (40) modified days cumulative within any twelve (12) month period. After seniority is acquired, it shall date from the 1st day of the forty (40) modified 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.
- 10.5 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 twenty (20) modified 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 twenty (20) modified 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.

- 11.1 Notwithstanding anything in this Agreement, a new employee will be required to serve a cumulative probation period of sixty (60) modified days worked or any combination of seven hundred and twenty (720) scheduled hours worked, 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.

- 12.1
- b) Permanent positions temporarily vacated for an anticipated eighteen-(18) modified 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 eighteen (18) modified 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.
 - d) The Corporation may, on the same structure, permanently reassign an employee to another crew short of qualified personnel, in the following manner:

The junior employee qualified for a higher classification in a crew

where several employees are qualified for this higher classification shall exchange position with the junior employee in his classification in the crew short of qualified personnel. This action shall be discussed with the Local Chairperson concerned prior to such reassignment of an employee.

- 12.4 Temporary positions and positions temporarily vacated for less than eighteen (18) modified 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 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 three (3) modified 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 three (3) modified days or less occurs on shift work, it shall be filled according to replacement provisions outlined in Appendix "C". **See also, "Overtime and Overtime Rotation", Appendix "F".**
- 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 three (3) modified 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 three (3) modified days.
- 12.13 After an employee is assigned by bulletin to a position, he shall be given reasonable time, not to exceed twenty (20) modified 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.
- 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 eighteen (18) modified days, shall be filled by recalling the senior qualified employee on lay-off in the area of employment involved.
- 18.2 Forty (40) hours of work shall constitute an average week's work and twelve (12) hours of work shall constitute a shift, subject to the provisions of Appendix "C" on the utilization of spares. The average of forty (40) hours per week is calculated on a four (4) week period (one complete cycle), and is divided as follows: **60 – 24 – 53** and **31** hours per week, for a total of 168 hours per cycle or 4 x 40 hours + 8 hours overtime ("sixth day") which is included in the **sixty (60)** hour week. (See Appendix "A")

Except during the non-navigation season, shifts and days of rest shall be established in conformity with Appendix "A" hereof.

The normal hours for shift workers shall be as follows:

1st shift: **1900** hrs - **0700** hrs
2nd shift: **0700** hrs - **1900** hrs

N.B. "sixth day": worked from **1100** to **1900** on **Friday**.

- 18.6 Shift workers shall, without deduction of pay, be allowed two (2) periods of thirty (30) minutes in which to eat.
- 18.8 An employee will only be required to provide two meals 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 the 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.
- N.B. On twelve hour shifts, a unit of twelve (12) hours worked on overtime offered as per article 12.5 shall entitle the employee to two (2) payments in lieu thereof. A unit of eight (8) hours worked on offered overtime shall entitle the employee to one (1) meal or to the payment in lieu thereof.
- 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.
- 19.2 Employees required to work on their scheduled first, second or third day of rest 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 second of three consecutive days of rest (Saturday **0700** - Sunday **0700**) shall be paid for such work at double their regular or acting rate.
- 19.4 Shift workers required to work in excess of twelve (12) consecutive hours shall be paid for such work at one and one-half (1-1/2) times their regular or acting rate, but his 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 twelve (12) 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 assignments on twelve (12) hour shifts at the beginning or end of the navigation season, or to employees changing shifts as a result of having applied for another bulletined position.
- 20.7 Those employees working from **0700** hours to **1900** hours will do so without any premium in their regular rate of pay, and those employees working from **1900** hours to **0700** hours shall work each hour with a **\$1.46** premium.
- 21.2 Employees not assigned to twelve (12) hour shifts, 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.

21.4 Permanent employees assigned to twelve (12) hour shifts required to work the regular hours of 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.

However, temporary employees assigned to twelve (12) hour shifts required to work the regular hours of work on a modified day which is a paid holiday, during the navigation season, shall be paid at the regular rate and shall also receive, in lieu of two (2) days of compensatory leave, eight (8) hours of payment at two (2) times their regular or acting rate for these regular hours worked.

Any employee on winter watch who works the regular hours of work on a modified day which is a holiday shall be paid eight (8) hours at straight time for the holiday, plus four (4) hours at straight time, plus eight (8) hours at double time.

Any employee on winter watch who is on leave during regular hours of work on a modified day which is a holiday shall be paid eight (8) hours at straight time for the holiday, plus four (4) hours paid leave with a deduction of four hours of the applicable leave credits.

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.

For the purpose of this article, where a permanent 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 more than three (3) consecutive modified days.

21.5 Twelve (12) hour shift workers required to work in excess of the regular hours of work on a paid holiday, shall be paid for such work at two (2) times their regular or acting rate. **(See Appendix "E")**

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 ten (10) modified days. For this purpose, up to two (2) modified days of sick leave or of leave granted in accordance with Article 24.4 shall not constitute a break in the ten (10) modified days 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.

N.B. Where an employee is absent for two consecutive days of sick leave so that he obtains leave for seven consecutive days on shift and where he repeats this type of absence in the same navigation season or in the next navigation season, he is required to produce a medical certificate for this repeated absence. He will receive a letter after the first absence reminding him of this requirement to produce a medical certificate.

The Corporation will defray the cost of this medical certificate that it is requiring and also, the cost of a medical for the first absence of this type if

the employee wishes to establish the legitimacy of the leave at the first absence. If the first absence is covered by a valid medical certificate, there will be no need for a reminder letter to the employee following this first absence.

Appendix "C"

REPLACEMENT PROVISIONS

Where a temporary vacancy of three (3) modified days or less requires to be filled on shift work, the following applies:

- a) The senior qualified employee on the same shift and the same Service Team 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 Service Team, the senior qualified employee on the same shift in the local area of employment 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 paragraphs a) and b) cannot be applied where an opportunity for promotion exists, or if no opportunity for promotion exists, the vacancy may be filled with a spare.

➤ If a spare is assigned from **2300** to **0700** on the 1st shift (**1900 - 0700**), a four (4) hour overtime period (**1900 - 2300**) could be worked by an employee of the same classification on the offgoing shift.

➤ If a spare is assigned from **0700** to **1500** on the 2nd shift, (**0700 - 1900**), a four (4) hour overtime period (**1500 - 1900**) could be worked by an employee of the same classification on the oncoming shift.

➤ If a spare is assigned from **1100 - 1900** on the 2nd shift (**0700 - 1900**), a four (4) hour overtime period (**0700 - 1100**) could be worked by an employee of the same classification on the offgoing shift.

N.B. A spare assigned for less than twelve (12) hours on a shift of the schedule in Appendix "A" shall be paid for time worked at the applicable straight time rate or for eight (8) hours at the applicable straight time rate, whichever is the greater amount.

➤ If the replacement is anticipated to be for four (4) hours or less, and is continuous with the preceding or following shift, it shall be offered to the (oncoming or offgoing) employee in the same classification on that preceding or following shift.

- d) Overtime anticipated to be for eight (8) hours or more shall be offered to employee in the same classification who is on a day of rest, in conformity with the order of priority described in the "Replacement chart - Employees on days of Rest (See Second Next Page).

N.B. In cases of overtime where a rotation is possible among employees of the same classification, the opportunity will be rotated using to the extent possible the register on "Overtime Rotation". (See "Appendix "F")

- e) Availability for overtime:

In order to overcome the situation where a vacancy is not filled in accordance with paragraphs a) to d), an availability system shall be maintained by the employees of each group concerned on twelve (12) hour shift.

The employee working overtime in an application of paragraphs d) to e) shall be entitled to the rights accorded by the provisions of Article 19.

f) Outside call for available and qualified personnel (three (3) modified days or less)

N.B. When going through paragraphs a) to e) to fill a vacancy, it is understood that every effort will be made to first fill that vacancy without overtime cost.

As in the past, shift or weekend exchanges between employees will be considered by the Corporation.

Problems resulting from unforeseen replacement circumstances not specifically identified under the terms of this Memorandum of Understanding shall be resolved in accordance with the general principles inherent to the present Collective Agreement.

REPLACEMENT CHART - EMPLOYEES ON DAYS OF REST

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Priorité 2	D	D	C	C	D	B	B	C	C	B	B	C	A	A	B	B	A	A	B	D	D	A	A	D	D	A	C	C
Priorité 1	B	B	A	A	B	D	D	A	A	D	D	A	C	C	D	D	C	C	D	B	B	C	C	B	B	C	A	A
07 h 00- 19 h 00	A	A	B	B	A	A	A	D	D	A	A	D	D	D	C	C	D	D	C	C	C	B	B	C	C	B	B	B
19 h 00 - 07 h 00	C	C	D	D	C	C	C	B	B	C	C	B	B	B	A	A	B	B	A	A	A	D	D	A	A	D	D	D
Priorité 1	D	D	C	C	D	B	B	C	C	B	B	C	A	A	B	B	A	A	B	D	D	A	A	D	D	A	C	C
Priorité 2	B	B	A	A	B	D	D	A	A	D	D	A	C	C	D	D	C	C	D	B	B	C	C	B	B	C	A	A
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S

N.B. *The night shift (1900 - 0700) always begins on the same night at 1900.

When only one (1) priority exists, the overtime is offered to all employees of the same classification, **within the region**, in accordance with the Register on "Overtime Rotation".

When two (2) priorities exist, the overtime is offered first to all employees in the same classification, on the first priority shift, then to those of the same classification on the second priority shift, in accordance with the Register on "Overtime Rotation".

Appendix "D"

PROVISION TO BALANCE TIME FOR PERSONNEL ON TWELVE (12) HOUR SHIFT

EMPLOYEE NEVER CHANGING CREWS:

The hours of the employee who does not go from one crew to another will balance out automatically in conformity with the schedule described in Appendix "A", and will not exceed **fifty-three (53)** paid at straight time in a week.

EMPLOYEE CHANGING CREWS:

Where the transfer of employees occurs in accordance with this Memorandum of Agreement, it will be arranged by the responsible coordinator or clerk who will balance out as well as possible the hours of the replacing employee upon his assignment with, and his departure from, the crew of the replaced employee. (The replacement in accordance with 12.4 of an employee announcing unforeseen absence of more than three (3) modified days would normally occur the following Monday.)

An employee working twelve hour shifts and changing crews shall not exceed **fifty-five (55)** hours of work at straight time in a week, provided that a change of crew for an assignment of more than three (3) modified days taking place Saturday night at **1900** hours may be made at straight time even though the employee has accumulated **fifty-five (55)** hours at midnight Sunday night because of the change.

Hours worked in a week exceeding those described above shall be paid to the employee at time and a half.

Hours worked by an employee in excess of those provided for in the schedule in Appendix "A" because an employee changed crews in accordance with Article 12, will be banked to avoid the possibility of a deficit during and at the end of the navigation season, provided that these additional hours shall not exceed sixteen (16) at any time.

Hours in excess of the sixteen (16) mentioned above shall be paid at time and a half.

BALANCING OUT HOURS OF WORK AT CLOSING OF NAVIGATION:

In the week at the end of the navigation, unless otherwise agreed upon, balancing out of the hours of work to forty (40) for the week will be done by expending accumulated annual or compensatory leave.

Hours banked will then be expended in accordance with the following: All the hours banked will be brought back to zero by the addition or subtraction of leave credits:
1° Compensatory and 2° Annual

The same procedure will apply when any employee leaves the twelve (12) hour shift schedule for a long term day assignment.

OPENING OF THE NAVIGATION SEASON:

When the navigation season opens in the middle of a week, the Corporation shall grant to each employee the number of hours of work at straight time provided for in the twelve hour shift schedule for that week. The Corporation, however, maintains its right, before the opening of the navigation season in that week, to include in those hours 8 hours taken as a holiday for each holiday and to modify the work and rest schedules of each employee, as required by the Corporation. Furthermore, employees on the crew (see schedule) working **sixty (60)** hours in that week shall be entitled to the "sixth day" (8 hours at time and a half).

RECALL OF SPARES ON LAY OFF:

A temporary employee shall be paid during his first week of employment (his first pay period) only those hours worked up to Sunday night at midnight.

From his second week of employment (his second pay period - from Monday =morning 0001h to Sunday midnight), he will be assigned according to the needs of the Corporation for a minimum period of **twenty-four (24) hours** and a maximum of **fifty-three (53) hours**, and paid forty (40) hours, with a negative (or positive) balance of hours banked, as applicable.

A spare on lay off will not be recalled to replace one or more foreseen or unforeseen absences except for a minimum period of employment of **twenty-four (24) hours** within the first seven (7) calendar days of recall, provided that the availability for overtime described in Article 12.5 has been respected.

For the last calendar week worked the employee concerned will be paid the hours worked. Upon his departure, hours banked will be paid (or if a negative balance, will be claimed) at the rate applicable to the hours concerned at straight time.

Appendix "E"

PAY PROVISIONS FOR OVERTIME WORKED ON A DAY OF REST STATUTORY HOLIDAY

The Corporation accepts under Article 21.5, to pay overtime at double time to an employee working on a day of rest on a statutory holiday when all of the following circumstances and conditions are met:

- (a) Article 19.7 applies and;
- (b) this double time shall not apply to the eight (8) hours of the "sixth day" worked by an employee within his work schedule of Appendix "A" and;
- (c) this payment at double time shall apply only to those hours effectively worked between 0001 hours and 2400 hours of the statutory holiday, and;
- (d) the statutory holiday for the shift worker falls on the day of the holiday, and not on the holiday "in lieu thereof", in this overtime application.

Appendix "F"

OVERTIME AND OVERTIME ROTATION

With the operations and maintenance duties being performed at several locks and bridges by the same Service Team, a more specific requirement exists to ensure satisfactory rotation when overtime becomes inevitable and when several shift employees of the same classification are available in a same service area to perform it under Article 12.5 and 19 of the Collective Agreement. The following rotation will generally apply in such cases:

- 1) At the beginning of the rotation period (at the beginning of the navigation season), the list of employees is prepared in order of seniority, and the senior employee called first.
- 2) Each time someone is offered overtime and he works or refuses it verbally, the hours are counted, and the employee with the least hours is called first the next time. (If more than one employee in the same classification have the same number of hours, then the senior employee is called first)
- 3) An employee subsequently added to the rotation list is considered to have the same number of hours as the employee on the list with the highest number of hours at that time. However, an employee returning from a prolonged absence (more than eighteen (18) modified days) is credited the number of hours which is lowest among the team members of that classification, if his previous total is lower than that number.
- 4) For the purpose of compilation of overtime hours worked or refused, hours are converted to straight time (ex.: One hour at double time is worth two hours at straight time).

Qualified employees on the day schedule will be handling mooring lines as part of the basic duties; however, any overtime required for the passage of vessels shall be offered under Article 12.5 of the Collective Agreement to shift employees.

A shift employee on days of rest called to report immediately to work in the middle of the shift shall be paid from the time of call to the end of the work; he will then be released and will receive an hour paid at straight time for his return home even if the end of the work coincides with the end of the shift. In all other instances (Offgoing employee or oncoming employee offered four (4) hours or less overtime, employee on day of rest offered overtime before the beginning of the shift), Article 12.5 applies.

Appendix "G"

CALL-IN PROCEDURES ON OVERTIME

Maisonneuve Region

Called whenever the shift has started – Condition: overtime offered for less than 12 hours

- A shift employee on days of rest called to report immediately to work (called an hour or less before the need), in the middle of the shift, shall be paid from the time of call to the end of the work (or for a minimum of four (4) hours at his regular or acting rate, whichever is greater, as per article 20.1); he will then be released and will receive an hour paid at straight time for his return home even if the end of the work coincides with the end of the shift.

Ex.: Called at 08: 10 for 09: 00 to 12: 00, will be paid 3 hours 50 minutes at the applicable rate, plus an hour paid at straight time for his return home.

- A shift employee on days of rest called to report to work and being notified more than an hour before the need, in the middle of the shift, shall be paid for hours worked (or for a minimum of four (4) hours at his regular or acting rate, whichever is greater, as per article 20.1); he will then be released and will receive an hour paid at straight time for his return home even if the end of the work coincides with the end of the shift.

Ex.: Called at 08: 10 for 10: 00 to 14: 00, will be paid 4 hours at the applicable rate, plus an hour paid at straight time for his return home.

Called before a shift – Condition: overtime offered for less than 12 hours

- A shift employee on days of rest called to report immediately to work (called an hour or less before the need) shall be paid from the time of call to the end of the work (or for a minimum of four (4) hours at his regular or acting rate, whichever is greater, as per article 20.1); he will then be released and will receive an hour paid at straight time for his return home even if the end of the work coincides with the end of the shift.

Ex.: Called at 07: 10 for 08: 00 to 12: 00, will be paid 4 hours 50 minutes at the applicable rate, plus an hour paid at straight time for his return home.

APPENDIX "H"

SWITCHING SHIFTS FORM

REQUEST FOR SHIFT EXCHANGE BETWEEN SHIFT EMPLOYEES

NAME:	
POSITION:	SHIFT:
DATE AND SHIFT EXCHANGED:	NUMBER OF HOURS:
_____ SIGNATURE	
REPLACEMENT'S NAME:	
POSITION:	SHIFT:
DATE AND SHIFT EXCHANGED:	
_____ SIGNATURE	
IMMEDIATE SUPERVISOR'S APPROVAL:	
It is understood that this exchange will not create additional or overtime cost. The employee initiating the request is responsible to find a qualified replacement.	
The IMMEDIATE SUPERVISOR will approve the request once both employees have signed this form.	
DATE _____	