

BETWEEN:

**BAY FERRIES LIMITED - YARMOUTH/BAR HARBOR
(hereinafter referred to as the "Company")**

and

**YARMOUTH/BAR HARBOR SERVICE (UNIFOR)
(hereinafter referred to as the "Union")**

for

**PERSONNEL EMPLOYED IN THE POSITIONS COVERED
BY THIS COLLECTIVE AGREEMENT (the "Agreement")**

October 1, 2019 to September 30, 2022

BAY FERRIES LIMITED - YARMOUTH/BAR HARBOR SERVICE (UNIFOR)
October 1, 2019 to September 30, 2022

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ARTICLE 1

RECOGNITION

1.01 The Company agrees to recognize the Union as the sole bargaining representative for the purpose of collective bargaining for employees in positions covered by this Agreement as described in Article 2.

1.02 The Company further agrees to allow the Local Union Representative twenty (20) minutes to meet with any newly hired employees within seven (7) days of being hired and to provide a copy of this Agreement.

ARTICLE 2

SENIORITY GROUPING

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

- (a) Group One - Terminal employees, consisting of the following positions:
- Customer Service Supervisors
 - Night Watchperson
 - Customer Service Associates
- (b) Group Two - Terminal Maintenance employees.

ARTICLE 3

SENIORITY STATUS AND LISTS

- 3.01 (a) Seniority lists will be compiled and posted in respective seniority groups during the month of April each year. Such lists will show the names, established position dates, group seniority dates, and Company seniority dates. Copies of seniority lists will be furnished to the Union Representative, the grievance Chair, and the President of the Local.
- (b) In the event two or more employees start working on the same date, the employee who was determined to be called first will be the senior employee.
- (c) Any discrepancy in seniority will be reported in writing to the Company and a representative of the Local within sixty (60) days from the date of the posting. The list will be considered correct if notice in writing is not given to the Company within sixty (60) days. Posted seniority lists cannot be altered after two (2) consecutive years.
- 3.02 An employee with less than ninety (90) working days seniority will be considered to be on probation, shall hold no rights under the promotion rules of this Agreement, and, if found unsuitable, will not be retained. The employee's seniority date shall be governed by conditions in Article 3.01.
- 3.03 An employee who has been or is promoted to certificate or official position with the Company from a position covered by this Agreement, shall retain their seniority right and continue to accumulate seniority while so employed. Such person, when released from the certificated or official position (except by dismissal) may, within ten (10) days of such release, exercise their seniority rights to any position in the applicable seniority group which the employee is qualified to fill and failing to do so will forfeit seniority, in which event the employee's name will be placed on the bottom of the seniority list. An employee displaced from their position as a result shall have similar rights of exercising seniority within the applicable seniority group, displacing a junior employee, provided the employee has sufficient ability to perform the work and that an application to do so is made in writing within ten (10) days.
- 3.04 (a) For the purpose of any recall, employees will be recalled to the Company service in order of established seniority positions, additional positions will next be filled by laid-off employees in the respective seniority groups. The Company will make every effort to give forty-eight (48) hours' notice for such re-call to work.
- (b) The laid-off employee who cannot report for work to their seniority group within five (5) days of the notice of recall and who furnishes a satisfactory reason for not reporting, will be granted a temporary leave of absence. The Company will then temporarily fill this position from the next person on the list.
- (c) Any employee not on approved Leave of Absence who is recalled to work to a position their seniority warrants and who subsequently refuses the assigned position will be severed from the Company and removed from the seniority list.
- (d) Refusal to perform work outside an employee's respective group seniority will not constitute violation of this Article.

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- (e) When work force is reduced, employees will be laid-off by group seniority in the reverse order they were recalled.
- (f) Any employee whose established position is abolished or who is displaced from their established position may displace a junior employee in any group for whose position they are qualified.
- (g) For the purpose of this Agreement, a temporary vacancy means an employee off work due to sick leave, compassionate leave, or approved Leave of Absence for seven (7) or fewer days. Such positions will be filled from a temporary volunteer availability list (Call-In List). Failing sufficient numbers to fill this temporary vacancy, this position(s) will be filled by the group Seniority List.

3.05 Subject to appeal, promotion shall be by seniority with due regard to ability, certification, competence, and conduct. Employee qualifications can only be judged by individual experience. Therefore, the question of promotion must be left to the Company with due regard to seniority. After ninety (90) days employment in the new position, the employee, if found to be satisfactory, will be retained in the position. In the event the successful employee proves unsatisfactory in the position during the probationary period or if the employee is unable to perform the duties of the new job, the employee shall be returned to their former position.

3.06 An employee will be considered for all positions within their respective groups and will be promoted and demoted from their group seniority lists accordingly.

3.07 Employees laid-off from the group seniority list may request to have their names placed on the Call-In Lists and will be used to fill temporary positions by order of their Company seniority. If they receive temporary employment in a different seniority group, their previous group seniority will not be affected.

3.08 Consideration will be given to anyone wishing to transfer to a seniority position from one seniority group to another seniority group, providing this request is made at least two (2) weeks before a position in the other seniority group becomes available and the person making the request has the necessary qualifications and Company seniority. Upon satisfactory completion of their ninety (90) day probationary period, they will be placed in the new seniority group. They will relinquish all group seniority from the group they left.

3.09 Upon retirement, employees relinquish seniority and all rights associated with their seniority.

ARTICLE 4

BULLETINING AND FILLING POSITIONS

4.01 When vacancies occur in the established list of employees in Appendix 1, or additional positions are created, they shall be bulletined to all concerned within ten (10) days of the position becoming vacant or created. Copies of the bulletins will be furnished to Union Representatives at all times of the year.

4.02 Employees desiring the bulletined position shall forward their written application to the designated officer of the Company within ten (10) days from the date the bulletin is posted. The application must include the bulletin number and specific posting being sought.

4.03 Appointments shall be made within ten (10) days after the expiry date of the bulletin by the officer who issued the original bulletin. In making the appointment, consideration must be given to ability, qualifications, and Company (Yarmouth/Bar Harbor Service) seniority. The appointee's name will be posted for the information of all concerned. Pending the appointment of the successful applicant, the bulletined position may be filled temporarily.

4.04 In the event of vacancies or positions being bulletined while an employee is absent through authorized Leave of Absence, annual vacation, assigned weekly leave days, lay-offs, or sickness, such employee, if qualified, may exercise their seniority for the position bulletined during their absence within four (4) days of resuming duty. The employee must make their claim in writing to the designated officer of the Company.

4.05 Anyone holding a bulletined position shall have seniority in the specific bulletined position over other group employees even though the employee may be a junior Company employee. However, anyone who does not hold a bulletined position will assume a position ahead of an established employee and the position in question is not the bulletined position.

4.06 Laid-off employees shall keep the Company and the Union Representative advised of their current address and telephone number where they can be readily located. A telephone call answered by the employee is considered receipt of notification for recall.

4.07 Seasonal employees employed on a supplementary basis during the season shall have no sick leave or group benefits rights. Seasonal employees shall have pension rights as they qualify under federal government regulations.

4.08 A bulletined position entitles an employee to pension and group benefits coverage. Employees designated to established positions in Appendix 1 will be considered as being in a bulletined position.

ARTICLE 5

UNION BUSINESS

5.01 An employee selected as Local Chair of the employees shall be granted reasonable Leaves of Absence at the discretion of the Company without pay to enable performance of duties related to the administration of this Agreement. Based on operational requirements determined by the Company, it is agreed that Elected Delegates, the Negotiating Committee, and any Local Union Representative duly authorized by the Union to be off work on Union-related business, will not have their pay reduced for lost work time and the Company will be fully reimbursed by the Union Local. Whenever possible, three (3) weeks advance notice will be provided by the Union.

5.02 Upon being invoiced by the Local, the Company agrees to pay a total sum of \$1,000 for "Lost Time for Union Business" during each year of this Agreement.

5.03 The Company shall issue passes to the designated Union Representative for the purpose of contacting its members on the property and aboard Company vessels covered by this Agreement. Such Union Representatives shall be allowed on the property and aboard vessels at any time which, in the opinion of the responsible officers of the Company, will not interfere with the regular operating of the Company's business nor with the sailing, loading, or unloading of the vessel and shall not interfere with employees at work.

5.04 Failure to observe the above provision shall be grounds for revocation of the boarding pass issued to the Union Representative and the Union shall relinquish any pass so revoked.

ARTICLE 6

FREE TRANSPORTATION AND LEAVES OF ABSENCE

6.01 At the Company's discretion, employees shall be granted a Leave of Absence not to exceed one (1) month, without pay, permission to be obtained in writing, and unless employees so furloughed report for duty on or before the expiration of such furlough, their names shall be dropped from the Seniority List, and if they return to work thereafter, such employees shall rank as new employees.

6.02 Subject to Company approval and the following conditions, employees may apply for Leave of Absence of up to one (1) year:

- (a) Company operational requirement for granting Leave of Absence will be subject to grievance procedure.
- (b) Employees may apply for and be granted a Leave of Absence any time during the calendar year.

6.03 Leave may be extended by application in writing to a designated officer of the Company in ample time to receive permission or return to duty at the expiration of such leave.

6.04 The name of an employee on authorized Leave of Absence shall be continued on the Seniority List.

6.05 When an employee is unable to report to work, the employee shall make every reasonable effort to inform the Company at least two (2) hours prior to their scheduled working time.

6.06 The Company agrees to grant bereavement leave with pay on the following basis:

- (a) On the death of the employee's father, mother, spouse, or child, seven (7) days from the date of the death.
- (b) On the death of the employee's brother, sister, mother-in-law, father-in-law, son-in-law, or daughter-in-law, a maximum of four (4) days from the date of the death.
- (c) On the death of an employee's grandparents, three (3) days from the date of the death.
- (d) On the death of an employee's brother/sister-in-law, day of the funeral.
- (e) Seasonal employees on regular assigned shifts will be entitled to bereavement leave.

6.07 Written application for Leave of Absence other than sick leave and compassionate leave shall be given in advance to the Company (two copies) and the Union Representative by the applicant.

6.08 Maternity and Parental Leave will be granted in accordance with the Canada Labour Code.

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- 6.09 Abuse of Sick Leave is reason for discipline, up to and including the possibility of termination.
- 6.10 (a) All employees will be granted reasonable transportation free for themselves and dependent family members of their immediate household on services provided by the Company during their period of employment.
- (b) Provided CSO stated standard guidelines are followed, Company employees on payroll at the time, will be granted free transportation in each calendar year for themselves and their immediate household dependent family members on services provided by the Company and/or Northumberland Ferries Limited. This privilege is subject to approval by Transport Canada and the Province of Nova Scotia.
- (c) Any employee with five (5) years continuous service who retires prior to age 65, will continue to have pass privileges until age 65.
- (d) Any employee on regular shift during any part of the operating season who goes to normal lay-off will be provided free transportation for the rest of the season.
- (e) Employees receiving free transportation cannot displace revenue producing customers.
- (f) Employee pass privileges shall cease in the event the service is discontinued.

ARTICLE 7

DISPUTES AND APPEALS

7.01 Notwithstanding anything contained in this Agreement, the Company may, at any time, suspend without pay, dismiss, or demote any employee and shall forthwith upon such suspension, dismissal, or demotion, give to the employee so suspended, dismissed, or demoted, a notice in writing stating the cause of such suspension, dismissal, or demotion.

When a dispute arises concerning the application, interpretation, administration, or alleged violation of the provision of this Agreement, it shall be dealt with by the following grievance procedure:

- (a) The grievance shall be presented, in writing, within twelve (12) business days to the Terminal Manager. Grievances shall be dated and signed by the grievor or delegate using the prescribed Union form. The disputed clause of the Agreement shall be clearly identified and the grievor must indicate redress expected. In any event, after presentation of the grievance, the Terminal Manager will have nine (9) business days to reply to the said grievor.
- (b) Failing to resolve differences at this level, the grievor/delegate may, within twelve (12) business days, request the General Manager to meet with the employee/delegate at a mutually agreed place and time to further consider the alleged differences. Within ten (10) days of this hearing, the General Manager will advise the grievor/delegate of the decision. The Union shall have ten (10) days to appeal the decision reached by the designated Company Officer. Non-observance of the time limit stated in this clause will be considered an intention to abandon the grievance.
- (c) If no satisfactory resolution of the differences have been obtained by procedure set out in this Article, the Union may request a further hearing by a sole arbitrator. Should the Union and the Company be unable to agree on a sole arbitrator, the Minister of Labour shall be requested to appoint the arbitrator. Upon written notice from the Union of its intention to proceed to arbitration, the Company shall respond with its position regarding the nominated arbitrators within thirty (30) days. The arbitrators' decision is final and binding on both parties to this Agreement.
- (d) Subject to mutual agreement by both parties, an Arbitration Committee shall be made of three (3) members: one Union appointee, one Company appointee, and one third member acceptable to both parties, who shall be the chairperson.

7.02 Should an employee be exonerated, the employee shall be paid at schedule rates for time lost (one day for each twenty-four hours), if any, less any amount earned in other employment, and, if away from home, shall be reimbursed reasonable expenses for traveling to and from the investigation on production of receipts.

7.03 Settlement of a dispute shall not under any circumstances involve retroactive pay beyond a period of thirty (30) days prior to the date such grievance was submitted in writing by the employee or delegate.

7.04 The Company and the Union shall bear the fees and expenses, if any, of their respective committee members on the arbitration committee. The fees and expenses, of the Chair of the Arbitration Committee, shall be born in equal shares by the parties.

ARTICLE 8

UNIFORMS

8.01 Wearing uniforms in all categories or classifications is mandatory and dress regulations will be strictly enforced.

Employees reporting to duty without uniforms shall be subject discipline, up to and including termination of employment.

Uniforms will be issued by the Company as follows:

- (a) Established Customer Service Associates:
 - 2 pair of blue slacks every year;
 - 3 shirts
 - 1 jacket every 3 years

- (b) Established Maintenance Staff:
 - 2 pair of coveralls
 - 3 T-shirts
 - 1 jacket every 3 years

- (c) CSA-approved protective footwear will be provided to employees every 24 months of employment per government directives. Under extenuating circumstances employees required to wear safety footwear shall have the option of purchasing their footwear, and the Company will contribute an amount not to exceed the cost of the Company-issued footwear. All footwear shall comply with Company standards and directives.

- (d) All shore staff: 1 jacket every 3 years.

- (e) Uniforms will be replaced if proven to be unwearable.

ARTICLE 9

HOURS OF WORK AND OVERTIME

9.01 The work week will be based on the principle of 40 hours and an averaging period shall apply over a two-week period from the first Sunday to the last Saturday for the consideration of regular and overtime hourly rates of pay.

9.02 Work schedules will be posted fourteen (14) days in advance of the work week. Unless mutually agreed, under no circumstances will an employee's prior scheduled shift be cancelled to avoid payment of overtime. Scheduling of employees will be conducted in the following manner:

- Step 1: Schedule employees by seniority to a maximum of 40 hours a week first
- Step 2: If additional hours are required to be filled after all employees have been scheduled for 40 hours, the Company may schedule additional hours by seniority.

9.03 The bi-weekly periods for consideration of overtime and regular rates of pay will be continuous with the bi-weekly pay periods in effect since April 1, 1997. Overtime and regular rate of pay entitlement is further defined as follows:

- (a) In any bi-weekly period defined by the dates under Article 9.02, any hours worked in excess of 80 hours (except hours worked as call-in status) will be paid at the overtime rate which is one and one-half (1-1/2) times the regular rate of pay.
- (b) In any bi-weekly period defined by the dates under Article 9.02, any employee who works 80 hours or less will be paid for the hours worked at the regular rate of pay.
- (c) Any hours worked under call-in status will be paid at the regular rate of pay.

9.04 Payday will be every second Friday except if Friday is a Statutory Holiday, in which case payday will be Thursday. Payment will be made by direct deposit to a bank of the employee's choice.

9.05 Employees required to work more than twelve (12) hours in a sixteen (16) hour span will be paid at the applicable overtime rate.

ARTICLE 10

WAGE RATES

10.01 The Company agrees to pay, and the Union agrees to accept, the wage rates defined and specified for the classification listed in Appendix 2 of this Agreement.

10.02 Employees will be paid on a bi-weekly basis at the rate of the classification(s) in which they were employed.

10.03 An employee employed in more than one classification during the pay period who is entitled to overtime will be paid for the total overtime hours at overtime rate for hours worked in each position on a pro rata basis.

10.04 Upon being notified by the employee, the Company agrees that any error in pay in the amount of \$100.00 or more will be corrected within five (5) days of receipt of such notification.

ARTICLE 11
STATUTORY HOLIDAYS

11.01 Work on Statutory Holidays and Sundays shall be confined to only navigational duties of the ship, routine work, and in loading and unloading of traffic.

11.02 The following days shall be considered Statutory Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Heritage Day	Boxing Day

The day observed by the Federal Government shall be considered as the Statutory Holiday.

11.03 Employees required to work on the above-mentioned holidays shall be paid, in addition to the regular rate of wages for that day, at a rate equal to one and one-half (1-1/2) times their regular rate of wages for the time worked.

11.04 When an employee's rest day falls on one of the holidays mentioned in Article 11.02, that employee shall be paid an extra eight (8) hours pay in addition to the regular salary per the employee's classification.

11.05 Employees on sick leave, bereavement leave, Leave of Absence, or disciplinary suspension are not entitled to this Statutory Holiday pay benefit.

11.06 In lieu of Statutory Holiday pay, the employee shall have the option of banking Statutory Holiday hours.

ARTICLE 12

VACATION PAY AND VACATIONS

12.01 Vacation pay will be included at the applicable percentage with each pay.

12.02 Employees covered by this Agreement shall receive vacation pay on the following basis:

- One (1) to sixty (60) months of employment – four percent (4%)
- Sixty-one (61) to one hundred twenty (120) months of employment – six percent (6%)
- Over one hundred and twenty (120) months of employment – eight percent (8%)

12.03 For vacation pay purposes, one (1) year will constitute a maximum of 260 days accumulated employed service (accumulated service for the purpose of this Article means total time on the Company payroll inclusive of duty time and lay off time).

ARTICLE 13

ATTENDING COURT

13.01 In cases in which the Company is involved and employees lose time by being required to attend court, or Coroner's Inquest, or to appear as witnesses, such employees will be paid for lost work time. Necessary actual expenses while away from the employee's position will be reimbursed upon production of receipts. Any fee or mileage accruing to the employee for participating in such court action or inquest shall be assigned to the Company.

13.02 Any employee summoned for Jury Duty or a Coroner's Inquest will be paid their regular wage for lost work time. Any amount accruing to the employee for participating in such Jury Duty or Coroner's Inquest shall be assigned to the Company.

ARTICLE 14

HELD FOR INVESTIGATION OR COMPANY BUSINESS

14.01 Employees held for Company's investigation or Department of Transport investigations where no responsibility is attached to them in connection with the matter under investigation (i.e. not subject to discipline), or on Company's business, or on instructions of the Company's designated Officer, who will lose time from work by reason thereof, will be paid for work time lost. The Company will reimburse necessary actual expenses incurred by such employee during this period upon production of receipts.

ARTICLE 15

COMPANY SAFETY REGULATIONS

15.01 The Company shall provide the Health & Safety Officers appointed by the Union with copies of all Health & Safety Committee meeting minutes within 24 hours.

15.02 The Company will investigate any health and safety concerns forwarded by the Health & Safety Committee within 72 hours.

15.03 The Local's Health & Safety Officer has an open invitation to attend shipboard safety meetings. If the scheduled meeting date is a date on which the Health & Safety Officer will miss scheduled work time, the Health & Safety Officer's wages will not be affected by the necessary lost work time.

The local Health and Safety representative will be paid for all time required to be spent at meetings or on other duties assigned by the Company at their last rate of pay.

15.04 The Company shall comply with regulations on noise control and hearing conservation and shall supply on an individual basis, where required, a hearing protection device that complies with CSA standards. The effectiveness of the hearing protection shall be reviewed by the Health and Safety Committees on each respective vessel. If the employee wants a different variety of device at a reasonable cost, the Company will provide it.

ARTICLE 16

STOPPAGE OF WORK

- 16.01 (a) There shall be no strike, lockout or stoppage of work while the provisions of this Agreement are in effect.
- (b) Refusal by employees covered under this Agreement to cross a picket line which they have established to be legal and which has been formed by Locals belonging to Yarmouth/Bar Harbor shall not constitute a violation of this Article.
- (c) Employees who refuse to cross a picket line agree to take the ships to a safe and secure berth.

ARTICLE 17

GENERAL

17.01 Notices of interest to employees may be posted on a Notice Board.

17.02 The Trusted Pension Plan which came into force January 1, 1981 will remain in effect during the duration of this Agreement and thereafter. The contribution will be 5.25% employer/5.25% employee of regular and statutory holiday earnings.

17.03 As a result of a service closure or discontinuance (in whole or in part) for any reason, employees may be terminated. The Company will provide any such terminated employee with the minimum notice (or pay in lieu) and severance pay as otherwise required upon termination of employment under the Canada Labour Code. To the extent permitted under the Canada Labour Code, for this purpose years of service shall be the actual time worked and shall not include any period of layoff, including seasonal layoff. The foregoing commitment to provide notice and severance as applicable shall be in lieu of any other compensation related to the termination of employment and there shall be no requirement to negotiate a closure agreement in such circumstances.

17.04 Upon request, employees may be given reasonable opportunities to learn work of equal or higher positions during their lay-off time. Time spent training will be considered in promotion to positions covered by this Agreement.

17.05 (a) If employees are required by the Company to take training/certificates related to their work, the Company will pay all costs incurred including accommodations, mileage, meals and lost wages.

(b) The Company agrees to pursue with the Union all avenues to have training (voluntary and compulsory) provided by both Federal and Provincial governments. However, if additional funding is required and it cannot be obtained from government, the Company and Union agree to meet within sixty (60) days to negotiate a funding formula. To the best extent possible, training will be taken during the period that the service is not operating.

17.06 The Company will maintain the present Group Benefits Plan in effect during the term of this Agreement.

The following benefit program will apply:

Life Insurance:	\$75,000
A D & D:	\$75,000
Health:	As per plan booklet – major medical change to: <ul style="list-style-type: none"> • mandatory generic substitution • drug co-pay \$5.00 • smoking cessation
Weekly Indemnity:	<ul style="list-style-type: none"> • 70% of basic weekly earnings to a maximum weekly benefit of \$750.00 <ul style="list-style-type: none"> ○ benefit reduced by other incomes ○ maximum period 47 weeks ○ 1st day hospital ○ 4th day illness • 47 week duration integrated with EI

	<ul style="list-style-type: none"> ○ The carrier would pay the first 14 days. ○ EI would pay the next 15 weeks. ○ The carrier would finish the 47 week duration period. Note: If, for some reason, EI did not pay, the carrier would pay the full 47 week period.
Dental	Maximum annual benefit - \$1,000

The Group Benefits Plan is mandatory for employees in established positions. In the event an employee has a spouse who is working, and that spouse has benefits at their place of work, then and only then, can the employee opt out of the health benefit.

The 2019 contribution rates are:

Class C -Bay (Yarmouth) Unlicensed Benefits	Single		
	CSA Night Watchperson	CSS	Maintenance
2020 Hourly Pay Rate	\$22.51	\$23.63	\$23.29
Total Premium to be deducted in 2020 Year/Season	\$855.89	\$858.59	\$856.82
Payroll Deduction (Annual Premium/10 paychecks) (Health, WI, Life, ADD)	\$85.59	\$85.86	\$85.68
	Family		
Total Premium to be deducted in 2020 Year/Season	\$1,492.82	\$1,495.28	\$1,493.66
Payroll Deduction (Annual Premium/10 paychecks) (Health, WI, Life, ADD)	\$149.27	\$149.54	\$149.37

These are estimates, and may be impacted by changes to benefits (e.g. Single to family), wage increases, or other factors

Cost Sharing:

- The dental benefit (optional) is 100% employer paid
- Any premium increases to Life Insurance, AD&D, Weekly Indemnity Insurance and Health benefits shall be cost shared on a 50/50 basis.
- Employee's contribution will be first directed towards Life Premiums
- Retiree plan- all premiums 100% retiree paid

The premium for employees waiving health benefits will be calculated on the balance at the same percentage level as those receiving the full benefits. The minimum premium is the equivalent of the life insurance premium.

Upon notification from the carrier of any premium increases, the Company agrees to provide the Local with any experience or utilization figures provided by the carrier. The Company further agrees to arrange a joint meeting with the Local, the Company, and the carrier to fully explain any adjustments.

Employees on leave are to arrange a payment plan with the payroll administrator for payment of premiums. After two months of unpaid premiums, employees will be terminated from the plan.

17.07 The Company agrees to print a reasonable number of copies of this Agreement for distribution to the Union.

17.08 Employees submitting authorized expenses will be paid within thirty (30) days of submission.

17.09 Employees will be reimbursed for the cost of renewing their First Aid or St. John's Ambulance Certificates.

17.10 The Company agrees to pay a total sum of \$3,500 towards Paid Educational Leave and Social Justice Fund during each year of this Agreement.

17.11 A policy on Sexual Harassment and Human Rights shall contain the following provisions:

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

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

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

ARTICLE 18

DEDUCTION OF DUES

18.01 The Company shall deduct on the payroll for the last pay period of each month from wages due and payable to each employee covered by this Agreement, an amount equivalent to the uniform monthly Union dues, subject to the conditions and exceptions set forth hereunder.

18.02 The amount to be deducted shall be equivalent to the uniform regular dues payment of the Union, covering the position in which the employee is engaged and shall not include initiation fees or special assessments. The amount of regular Union dues is in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.

18.03 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Local concerned. Membership shall not be denied for reasons that are discriminatory, e.g. race, national original, colour, or religion.

18.04 Deductions shall commence on the payroll for the last 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.

18.05 If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction will be made from the wages of such employee by the Company in such month. In such case, the Company shall not carry forward and deduct from any subsequent wages any dues not deducted in an earlier month.

18.06 Only payroll deductions now or hereafter required by law and deduction of monies due or owing the Company shall be made from wages prior to the deduction of dues.

18.07 The Company shall remit the total amount of dues deducted from wages, accompanied by a Statement of Deductions from individuals, to the Union officer not later than fifteen (15) calendar days following the pay period in which the deductions are made.

18.08 The Company shall not be responsible, financially or otherwise, either to the Union or to any employee, for any failure to make deductions or remittances. However, if an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust the amount directly with the employee. In the event of an error by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance.

18.09 All parties shall cooperate fully in the defense of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to Article 21.01.

18.10 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 Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction from payrolls.

ARTICLE 19

ACCOMMODATION

19.01 When mutually agreed between the proper officer of the Company and the Union Representative, an employee who requires accommodation due to a disability may be placed in a position covered by this Agreement which the employee is qualified to fill, notwithstanding that it may be necessary to displace an able-bodied junior employee to provide suitable employment. An employee placed in another seniority group will accumulate seniority in such group only from the date the employee starts work therein.

19.02 An employee placed in a position under the provisions of this Article shall not be displaced by an able-bodied employee so long as the employee remains in need of accommodation due to a disability. Should the employee subsequently recuperate, the employee shall be subject to displacement, in which case the employee shall exercise seniority rights in the seniority group the employee was in prior to the accommodation.

19.03 The parties will abide by the Canadian Human Rights Act in regard to the Duty to Accommodate at all times.

ARTICLE 20

GOVERNMENT LAWS AND REGULATIONS

20.01 Nothing contained in this Agreement shall be construed as to render null and void the obligations of the signatories under the provisions of Government legislation or regulations.

ARTICLE 21

SUCCESSOR RIGHTS

21.01 In the case of a sale, lease, or transfer of the Company, the Agreement held by the Union will continue in force and effect.

ARTICLE 22

SCHEDULE CHANGE NOTIFICATION

22.01 The Company will provide the Union's Executive the earliest reasonable advance notice possible if there is a change in the printed operating schedule.

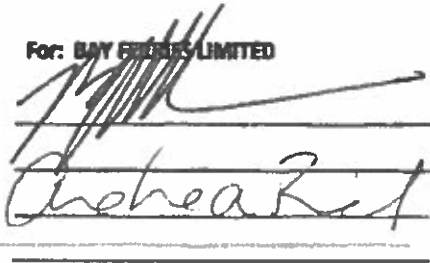
ARTICLE 23

TERMINATION OF AGREEMENT

23.01 This Agreement shall become effective October 1, 2019, and remain in effect until September 30, 2022, and thereafter until revised, amended, or terminated subject to sixty (60) days' notice in writing from either party thereto, which notice may be served any time after August 1, 2022.


Signed at Charlottetown this 8 day of April, 2020.


For: BAY FERRIES LIMITED



Cheha Riz

For: UNIFOR



Marian Bennett


Jennifer Murray

BAY FERRIES LIMITED - YARMOUTH/BAR HARBOR SERVICE (UNIFOR)
October 1, 2019 to September 30, 2022

APPENDIX 1

ESTABLISHED POSITIONS

As per Article 4.01, eight (8) people will be offered Group Benefits from Group 1 and one (1) person will be offered Group Benefits from Group 2.

Yarmouth/Bar Harbor

ESTABLISHED POSITIONS (GROUP 1)		ESTABLISHED POSITIONS (GROUP 2)	
Job Title	# of People	Job Title	# of People
Customer Service Supervisor	2	Maintenance	1
Night Watchperson	2		
Customer Service Associate	4		

TOTAL: 9

BAY FERRIES LIMITED - YARMOUTH/BAR HARBOR SERVICE (UNIFOR)
October 1, 2019 to September 30, 2022

APPENDIX 2

BAY FERRIES LIMITED - PAY RATES - YARMOUTH/BAR HARBOR

Position	June 1, 2018	June 1, 2019	June 1, 2020	June 1, 2021
Customer Service Supervisor	\$22.71	\$23.16	\$23.63	\$24.10
Customer Service Associate	\$21.64	\$22.07	\$22.51	\$22.96
Night Watchperson	\$21.64 (as CSA)	\$22.07 * Re-named Classification	\$22.51	\$22.96
Maintenance Staff	\$22.39	\$22.84	\$23.29	\$23.76

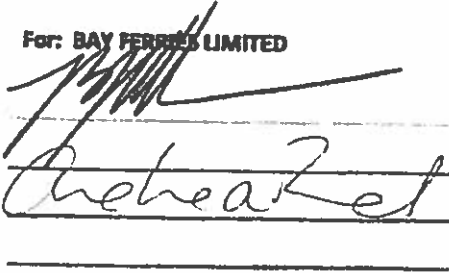
APPENDIX 3

Letter of Understanding-Article 9.02

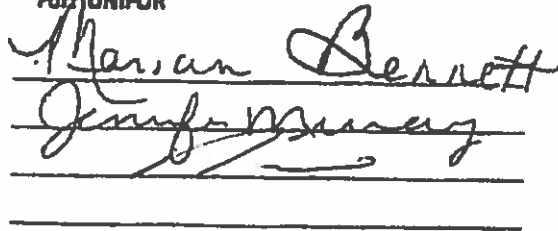
The Company and the Union agree that if extenuating circumstance that are out of the control of the Company arise; that both parties will meet in good faith to discuss with the intention to find a mutual resolution to any potential scheduling issues that may occur that would cause Article 9.02 of the Collective Agreement to not be able to be fully complied with.

Signed at Charlottetown this 8 day of April, 2020.

For: BAY FERRIES LIMITED



For: UNIFOR



BETWEEN:

**BAY FERRIES LIMITED - YARMOUTH/BAR HARBOR
(hereinafter referred to as the "Company")**

and

**YARMOUTH/BAR HARBOR SERVICE (UNIFOR)
(hereinafter referred to as the "Union")**

for

**PERSONNEL EMPLOYED IN THE POSITIONS COVERED
BY THIS COLLECTIVE AGREEMENT (the "Agreement")**

October 1, 2019 to September 30, 2022

BAY FERRIES LIMITED - YARMOUTH/BAR HARBOR SERVICE (UNIFOR)
October 1, 2019 to September 30, 2022

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ARTICLE 1

RECOGNITION

1.01 The Company agrees to recognize the Union as the sole bargaining representative for the purpose of collective bargaining for employees in positions covered by this Agreement as described in Article 2.

1.02 The Company further agrees to allow the Local Union Representative twenty (20) minutes to meet with any newly hired employees within seven (7) days of being hired and to provide a copy of this Agreement.

ARTICLE 2

SENIORITY GROUPING

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

- (a) Group One - Terminal employees, consisting of the following positions:
- Customer Service Supervisors
 - Night Watchperson
 - Customer Service Associates
- (b) Group Two - Terminal Maintenance employees.

ARTICLE 3

SENIORITY STATUS AND LISTS

- 3.01 (a) Seniority lists will be compiled and posted in respective seniority groups during the month of April each year. Such lists will show the names, established position dates, group seniority dates, and Company seniority dates. Copies of seniority lists will be furnished to the Union Representative, the grievance Chair, and the President of the Local.
- (b) In the event two or more employees start working on the same date, the employee who was determined to be called first will be the senior employee.
- (c) Any discrepancy in seniority will be reported in writing to the Company and a representative of the Local within sixty (60) days from the date of the posting. The list will be considered correct if notice in writing is not given to the Company within sixty (60) days. Posted seniority lists cannot be altered after two (2) consecutive years.

3.02 An employee with less than ninety (90) working days seniority will be considered to be on probation, shall hold no rights under the promotion rules of this Agreement, and, if found unsuitable, will not be retained. The employee's seniority date shall be governed by conditions in Article 3.01.

3.03 An employee who has been or is promoted to certificate or official position with the Company from a position covered by this Agreement, shall retain their seniority right and continue to accumulate seniority while so employed. Such person, when released from the certificated or official position (except by dismissal) may, within ten (10) days of such release, exercise their seniority rights to any position in the applicable seniority group which the employee is qualified to fill and failing to do so will forfeit seniority, in which event the employee's name will be placed on the bottom of the seniority list. An employee displaced from their position as a result shall have similar rights of exercising seniority within the applicable seniority group, displacing a junior employee, provided the employee has sufficient ability to perform the work and that an application to do so is made in writing within ten (10) days.

- 3.04 (a) For the purpose of any recall, employees will be recalled to the Company service in order of established seniority positions, additional positions will next be filled by laid-off employees in the respective seniority groups. The Company will make every effort to give forty-eight (48) hours' notice for such re-call to work.
- (b) The laid-off employee who cannot report for work to their seniority group within five (5) days of the notice of recall and who furnishes a satisfactory reason for not reporting, will be granted a temporary leave of absence. The Company will then temporarily fill this position from the next person on the list.
- (c) Any employee not on approved Leave of Absence who is recalled to work to a position their seniority warrants and who subsequently refuses the assigned position will be severed from the Company and removed from the seniority list.
- (d) Refusal to perform work outside an employee's respective group seniority will not constitute violation of this Article.

- (e) When work force is reduced, employees will be laid-off by group seniority in the reverse order they were recalled.
- (f) Any employee whose established position is abolished or who is displaced from their established position may displace a junior employee in any group for whose position they are qualified.
- (g) For the purpose of this Agreement, a temporary vacancy means an employee off work due to sick leave, compassionate leave, or approved Leave of Absence for seven (7) or fewer days. Such positions will be filled from a temporary volunteer availability list (Call-In List). Failing sufficient numbers to fill this temporary vacancy, this position(s) will be filled by the group Seniority List.

3.05 Subject to appeal, promotion shall be by seniority with due regard to ability, certification, competence, and conduct. Employee qualifications can only be judged by individual experience. Therefore, the question of promotion must be left to the Company with due regard to seniority. After ninety (90) days employment in the new position, the employee, if found to be satisfactory, will be retained in the position. In the event the successful employee proves unsatisfactory in the position during the probationary period or if the employee is unable to perform the duties of the new job, the employee shall be returned to their former position.

3.06 An employee will be considered for all positions within their respective groups and will be promoted and demoted from their group seniority lists accordingly.

3.07 Employees laid-off from the group seniority list may request to have their names placed on the Call-In Lists and will be used to fill temporary positions by order of their Company seniority. If they receive temporary employment in a different seniority group, their previous group seniority will not be affected.

3.08 Consideration will be given to anyone wishing to transfer to a seniority position from one seniority group to another seniority group, providing this request is made at least two (2) weeks before a position in the other seniority group becomes available and the person making the request has the necessary qualifications and Company seniority. Upon satisfactory completion of their ninety (90) day probationary period, they will be placed in the new seniority group. They will relinquish all group seniority from the group they left.

3.09 Upon retirement, employees relinquish seniority and all rights associated with their seniority.

ARTICLE 4

BULLETINING AND FILLING POSITIONS

4.01 When vacancies occur in the established list of employees in Appendix 1, or additional positions are created, they shall be bulletined to all concerned within ten (10) days of the position becoming vacant or created. Copies of the bulletins will be furnished to Union Representatives at all times of the year.

4.02 Employees desiring the bulletined position shall forward their written application to the designated officer of the Company within ten (10) days from the date the bulletin is posted. The application must include the bulletin number and specific posting being sought.

4.03 Appointments shall be made within ten (10) days after the expiry date of the bulletin by the officer who issued the original bulletin. In making the appointment, consideration must be given to ability, qualifications, and Company (Yarmouth/Bar Harbor Service) seniority. The appointee's name will be posted for the information of all concerned. Pending the appointment of the successful applicant, the bulletined position may be filled temporarily.

4.04 In the event of vacancies or positions being bulletined while an employee is absent through authorized Leave of Absence, annual vacation, assigned weekly leave days, lay-offs, or sickness, such employee, if qualified, may exercise their seniority for the position bulletined during their absence within four (4) days of resuming duty. The employee must make their claim in writing to the designated officer of the Company.

4.05 Anyone holding a bulletined position shall have seniority in the specific bulletined position over other group employees even though the employee may be a junior Company employee. However, anyone who does not hold a bulletined position will assume a position ahead of an established employee and the position in question is not the bulletined position.

4.06 Laid-off employees shall keep the Company and the Union Representative advised of their current address and telephone number where they can be readily located. A telephone call answered by the employee is considered receipt of notification for recall.

4.07 Seasonal employees employed on a supplementary basis during the season shall have no sick leave or group benefits rights. Seasonal employees shall have pension rights as they qualify under federal government regulations.

4.08 A bulletined position entitles an employee to pension and group benefits coverage. Employees designated to established positions in Appendix 1 will be considered as being in a bulletined position.

ARTICLE 5

UNION BUSINESS

5.01 An employee selected as Local Chair of the employees shall be granted reasonable Leaves of Absence at the discretion of the Company without pay to enable performance of duties related to the administration of this Agreement. Based on operational requirements determined by the Company, it is agreed that Elected Delegates, the Negotiating Committee, and any Local Union Representative duly authorized by the Union to be off work on Union-related business, will not have their pay reduced for lost work time and the Company will be fully reimbursed by the Union Local. Whenever possible, three (3) weeks advance notice will be provided by the Union.

5.02 Upon being invoiced by the Local, the Company agrees to pay a total sum of \$1,000 for "Lost Time for Union Business" during each year of this Agreement.

5.03 The Company shall issue passes to the designated Union Representative for the purpose of contacting its members on the property and aboard Company vessels covered by this Agreement. Such Union Representatives shall be allowed on the property and aboard vessels at any time which, in the opinion of the responsible officers of the Company, will not interfere with the regular operating of the Company's business nor with the sailing, loading, or unloading of the vessel and shall not interfere with employees at work.

5.04 Failure to observe the above provision shall be grounds for revocation of the boarding pass issued to the Union Representative and the Union shall relinquish any pass so revoked.

ARTICLE 6

FREE TRANSPORTATION AND LEAVES OF ABSENCE

6.01 At the Company's discretion, employees shall be granted a Leave of Absence not to exceed one (1) month, without pay, permission to be obtained in writing, and unless employees so furloughed report for duty on or before the expiration of such furlough, their names shall be dropped from the Seniority List, and if they return to work thereafter, such employees shall rank as new employees.

6.02 Subject to Company approval and the following conditions, employees may apply for Leave of Absence of up to one (1) year:

- (a) Company operational requirement for granting Leave of Absence will be subject to grievance procedure.
- (b) Employees may apply for and be granted a Leave of Absence any time during the calendar year.

6.03 Leave may be extended by application in writing to a designated officer of the Company in ample time to receive permission or return to duty at the expiration of such leave.

6.04 The name of an employee on authorized Leave of Absence shall be continued on the Seniority List.

6.05 When an employee is unable to report to work, the employee shall make every reasonable effort to inform the Company at least two (2) hours prior to their scheduled working time.

6.06 The Company agrees to grant bereavement leave with pay on the following basis:

- (a) On the death of the employee's father, mother, spouse, or child, seven (7) days from the date of the death.
- (b) On the death of the employee's brother, sister, mother-in-law, father-in-law, son-in-law, or daughter-in-law, a maximum of four (4) days from the date of the death.
- (c) On the death of an employee's grandparents, three (3) days from the date of the death.
- (d) On the death of an employee's brother/sister-in-law, day of the funeral.
- (e) Seasonal employees on regular assigned shifts will be entitled to bereavement leave.

6.07 Written application for Leave of Absence other than sick leave and compassionate leave shall be given in advance to the Company (two copies) and the Union Representative by the applicant.

6.08 Maternity and Parental Leave will be granted in accordance with the Canada Labour Code.

BAY FERRIES LIMITED - YARMOUTH/BAR HARBOR SERVICE (UNIFOR)
October 1, 2019 to September 30, 2022

- 6.09 Abuse of Sick Leave is reason for discipline, up to and including the possibility of termination.
- 6.10 (a) All employees will be granted reasonable transportation free for themselves and dependent family members of their immediate household on services provided by the Company during their period of employment.
- (b) Provided CSO stated standard guidelines are followed, Company employees on payroll at the time, will be granted free transportation in each calendar year for themselves and their immediate household dependent family members on services provided by the Company and/or Northumberland Ferries Limited. This privilege is subject to approval by Transport Canada and the Province of Nova Scotia.
- (c) Any employee with five (5) years continuous service who retires prior to age 65, will continue to have pass privileges until age 65.
- (d) Any employee on regular shift during any part of the operating season who goes to normal lay-off will be provided free transportation for the rest of the season.
- (e) Employees receiving free transportation cannot displace revenue producing customers.
- (f) Employee pass privileges shall cease in the event the service is discontinued.

ARTICLE 7

DISPUTES AND APPEALS

7.01 Notwithstanding anything contained in this Agreement, the Company may, at any time, suspend without pay, dismiss, or demote any employee and shall forthwith upon such suspension, dismissal, or demotion, give to the employee so suspended, dismissed, or demoted, a notice in writing stating the cause of such suspension, dismissal, or demotion.

When a dispute arises concerning the application, interpretation, administration, or alleged violation of the provision of this Agreement, it shall be dealt with by the following grievance procedure:

- (a) The grievance shall be presented, in writing, within twelve (12) business days to the Terminal Manager. Grievances shall be dated and signed by the grievor or delegate using the prescribed Union form. The disputed clause of the Agreement shall be clearly identified and the grievor must indicate redress expected. In any event, after presentation of the grievance, the Terminal Manager will have nine (9) business days to reply to the said grievor.
- (b) Failing to resolve differences at this level, the grievor/delegate may, within twelve (12) business days, request the General Manager to meet with the employee/delegate at a mutually agreed place and time to further consider the alleged differences. Within ten (10) days of this hearing, the General Manager will advise the grievor/delegate of the decision. The Union shall have ten (10) days to appeal the decision reached by the designated Company Officer. Non-observance of the time limit stated in this clause will be considered an intention to abandon the grievance.
- (c) If no satisfactory resolution of the differences have been obtained by procedure set out in this Article, the Union may request a further hearing by a sole arbitrator. Should the Union and the Company be unable to agree on a sole arbitrator, the Minister of Labour shall be requested to appoint the arbitrator. Upon written notice from the Union of its intention to proceed to arbitration, the Company shall respond with its position regarding the nominated arbitrators within thirty (30) days. The arbitrators' decision is final and binding on both parties to this Agreement.
- (d) Subject to mutual agreement by both parties, an Arbitration Committee shall be made of three (3) members: one Union appointee, one Company appointee, and one third member acceptable to both parties, who shall be the chairperson.

7.02 Should an employee be exonerated, the employee shall be paid at schedule rates for time lost (one day for each twenty-four hours), if any, less any amount earned in other employment, and, if away from home, shall be reimbursed reasonable expenses for traveling to and from the investigation on production of receipts.

7.03 Settlement of a dispute shall not under any circumstances involve retroactive pay beyond a period of thirty (30) days prior to the date such grievance was submitted in writing by the employee or delegate.

7.04 The Company and the Union shall bear the fees and expenses, if any, of their respective committee members on the arbitration committee. The fees and expenses, of the Chair of the Arbitration Committee, shall be born in equal shares by the parties.

ARTICLE 8

UNIFORMS

8.01 Wearing uniforms in all categories or classifications is mandatory and dress regulations will be strictly enforced.

Employees reporting to duty without uniforms shall be subject discipline, up to and including termination of employment.

Uniforms will be issued by the Company as follows:

- (a) Established Customer Service Associates:
 - 2 pair of blue slacks every year;
 - 3 shirts
 - 1 jacket every 3 years

- (b) Established Maintenance Staff:
 - 2 pair of coveralls
 - 3 T-shirts
 - 1 jacket every 3 years

- (c) CSA-approved protective footwear will be provided to employees every 24 months of employment per government directives. Under extenuating circumstances employees required to wear safety footwear shall have the option of purchasing their footwear, and the Company will contribute an amount not to exceed the cost of the Company-issued footwear. All footwear shall comply with Company standards and directives.

- (d) All shore staff: 1 jacket every 3 years.

- (e) Uniforms will be replaced if proven to be unwearable.

ARTICLE 9

HOURS OF WORK AND OVERTIME

9.01 The work week will be based on the principle of 40 hours and an averaging period shall apply over a two-week period from the first Sunday to the last Saturday for the consideration of regular and overtime hourly rates of pay.

9.02 Work schedules will be posted fourteen (14) days in advance of the work week. Unless mutually agreed, under no circumstances will an employee's prior scheduled shift be cancelled to avoid payment of overtime. Scheduling of employees will be conducted in the following manner:

- Step 1: Schedule employees by seniority to a maximum of 40 hours a week first
- Step 2: If additional hours are required to be filled after all employees have been scheduled for 40 hours, the Company may schedule additional hours by seniority.

9.03 The bi-weekly periods for consideration of overtime and regular rates of pay will be continuous with the bi-weekly pay periods in effect since April 1, 1997. Overtime and regular rate of pay entitlement is further defined as follows:

- (a) In any bi-weekly period defined by the dates under Article 9.02, any hours worked in excess of 80 hours (except hours worked as call-in status) will be paid at the overtime rate which is one and one-half (1-1/2) times the regular rate of pay.
- (b) In any bi-weekly period defined by the dates under Article 9.02, any employee who works 80 hours or less will be paid for the hours worked at the regular rate of pay.
- (c) Any hours worked under call-in status will be paid at the regular rate of pay.

9.04 Payday will be every second Friday except if Friday is a Statutory Holiday, in which case payday will be Thursday. Payment will be made by direct deposit to a bank of the employee's choice.

9.05 Employees required to work more than twelve (12) hours in a sixteen (16) hour span will be paid at the applicable overtime rate.

ARTICLE 10

WAGE RATES

10.01 The Company agrees to pay, and the Union agrees to accept, the wage rates defined and specified for the classification listed in Appendix 2 of this Agreement.

10.02 Employees will be paid on a bi-weekly basis at the rate of the classification(s) in which they were employed.

10.03 An employee employed in more than one classification during the pay period who is entitled to overtime will be paid for the total overtime hours at overtime rate for hours worked in each position on a pro rata basis.

10.04 Upon being notified by the employee, the Company agrees that any error in pay in the amount of \$100.00 or more will be corrected within five (5) days of receipt of such notification.

ARTICLE 11

STATUTORY HOLIDAYS

11.01 Work on Statutory Holidays and Sundays shall be confined to only navigational duties of the ship, routine work, and in loading and unloading of traffic.

11.02 The following days shall be considered Statutory Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Heritage Day	Boxing Day

The day observed by the Federal Government shall be considered as the Statutory Holiday.

11.03 Employees required to work on the above-mentioned holidays shall be paid, in addition to the regular rate of wages for that day, at a rate equal to one and one-half (1-1/2) times their regular rate of wages for the time worked.

11.04 When an employee's rest day falls on one of the holidays mentioned in Article 11.02, that employee shall be paid an extra eight (8) hours pay in addition to the regular salary per the employee's classification.

11.05 Employees on sick leave, bereavement leave, Leave of Absence, or disciplinary suspension are not entitled to this Statutory Holiday pay benefit.

11.06 In lieu of Statutory Holiday pay, the employee shall have the option of banking Statutory Holiday hours.

ARTICLE 12

VACATION PAY AND VACATIONS

12.01 Vacation pay will be included at the applicable percentage with each pay.

12.02 Employees covered by this Agreement shall receive vacation pay on the following basis:

- One (1) to sixty (60) months of employment – four percent (4%)
- Sixty-one (61) to one hundred twenty (120) months of employment – six percent (6%)
- Over one hundred and twenty (120) months of employment – eight percent (8%)

12.03 For vacation pay purposes, one (1) year will constitute a maximum of 260 days accumulated employed service (accumulated service for the purpose of this Article means total time on the Company payroll inclusive of duty time and lay off time).

ARTICLE 13

ATTENDING COURT

13.01 In cases in which the Company is involved and employees lose time by being required to attend court, or Coroner's Inquest, or to appear as witnesses, such employees will be paid for lost work time. Necessary actual expenses while away from the employee's position will be reimbursed upon production of receipts. Any fee or mileage accruing to the employee for participating in such court action or inquest shall be assigned to the Company.

13.02 Any employee summoned for Jury Duty or a Coroner's Inquest will be paid their regular wage for lost work time. Any amount accruing to the employee for participating in such Jury Duty or Coroner's Inquest shall be assigned to the Company.

ARTICLE 14

HELD FOR INVESTIGATION OR COMPANY BUSINESS

14.01 Employees held for Company's investigation or Department of Transport investigations where no responsibility is attached to them in connection with the matter under investigation (i.e. not subject to discipline), or on Company's business, or on instructions of the Company's designated Officer, who will lose time from work by reason thereof, will be paid for work time lost. The Company will reimburse necessary actual expenses incurred by such employee during this period upon production of receipts.

ARTICLE 15

COMPANY SAFETY REGULATIONS

15.01 The Company shall provide the Health & Safety Officers appointed by the Union with copies of all Health & Safety Committee meeting minutes within 24 hours.

15.02 The Company will investigate any health and safety concerns forwarded by the Health & Safety Committee within 72 hours.

15.03 The Local's Health & Safety Officer has an open invitation to attend shipboard safety meetings. If the scheduled meeting date is a date on which the Health & Safety Officer will miss scheduled work time, the Health & Safety Officer's wages will not be affected by the necessary lost work time.

The local Health and Safety representative will be paid for all time required to be spent at meetings or on other duties assigned by the Company at their last rate of pay.

15.04 The Company shall comply with regulations on noise control and hearing conservation and shall supply on an individual basis, where required, a hearing protection device that complies with CSA standards. The effectiveness of the hearing protection shall be reviewed by the Health and Safety Committees on each respective vessel. If the employee wants a different variety of device at a reasonable cost, the Company will provide it.

ARTICLE 16
STOPPAGE OF WORK

- 16.01 (a) There shall be no strike, lockout or stoppage of work while the provisions of this Agreement are in effect.
- (b) Refusal by employees covered under this Agreement to cross a picket line which they have established to be legal and which has been formed by Locals belonging to Yarmouth/Bar Harbor shall not constitute a violation of this Article.
- (c) Employees who refuse to cross a picket line agree to take the ships to a safe and secure berth.

ARTICLE 17

GENERAL

17.01 Notices of interest to employees may be posted on a Notice Board.

17.02 The Trusted Pension Plan which came into force January 1, 1981 will remain in effect during the duration of this Agreement and thereafter. The contribution will be 5.25% employer/5.25% employee of regular and statutory holiday earnings.

17.03 As a result of a service closure or discontinuance (in whole or in part) for any reason, employees may be terminated. The Company will provide any such terminated employee with the minimum notice (or pay in lieu) and severance pay as otherwise required upon termination of employment under the Canada Labour Code. To the extent permitted under the Canada Labour Code, for this purpose years of service shall be the actual time worked and shall not include any period of layoff, including seasonal layoff. The foregoing commitment to provide notice and severance as applicable shall be in lieu of any other compensation related to the termination of employment and there shall be no requirement to negotiate a closure agreement in such circumstances.

17.04 Upon request, employees may be given reasonable opportunities to learn work of equal or higher positions during their lay-off time. Time spent training will be considered in promotion to positions covered by this Agreement.

17.05 (a) If employees are required by the Company to take training/certificates related to their work, the Company will pay all costs incurred including accommodations, mileage, meals and lost wages.

(b) The Company agrees to pursue with the Union all avenues to have training (voluntary and compulsory) provided by both Federal and Provincial governments. However, if additional funding is required and it cannot be obtained from government, the Company and Union agree to meet within sixty (60) days to negotiate a funding formula. To the best extent possible, training will be taken during the period that the service is not operating.

17.06 The Company will maintain the present Group Benefits Plan in effect during the term of this Agreement.

The following benefit program will apply:

Life Insurance:	\$75,000
A D & D:	\$75,000
Health:	As per plan booklet – major medical change to: <ul style="list-style-type: none">• mandatory generic substitution• drug co-pay \$5.00• smoking cessation
Weekly Indemnity:	<ul style="list-style-type: none">• 70% of basic weekly earnings to a maximum weekly benefit of \$750.00<ul style="list-style-type: none">○ benefit reduced by other incomes○ maximum period 47 weeks○ 1st day hospital○ 4th day illness• 47 week duration integrated with EI

	<ul style="list-style-type: none"> ○ The carrier would pay the first 14 days. ○ EI would pay the next 15 weeks. ○ The carrier would finish the 47 week duration period. Note: If, for some reason, EI did not pay, the carrier would pay the full 47 week period.
Dental	Maximum annual benefit - \$1,000

The Group Benefits Plan is mandatory for employees in established positions. In the event an employee has a spouse who is working, and that spouse has benefits at their place of work, then and only then, can the employee opt out of the health benefit.

The 2019 contribution rates are:

Class C -Bay (Yarmouth) Unlicensed Benefits	Single		
	CSA Night Watchperson	CSS	Maintenance
2020 Hourly Pay Rate	\$22.51	\$23.63	\$23.29
Total Premium to be deducted in 2020 Year/Season	\$855.89	\$858.59	\$856.82
Payroll Deduction (Annual Premium/10 paychecks) (Health, WI, Life, ADD)	\$85.59	\$85.86	\$85.68
	Family		
Total Premium to be deducted in 2020 Year/Season	\$1,492.82	\$1,495.28	\$1,493.66
Payroll Deduction (Annual Premium/10 paychecks) (Health, WI, Life, ADD)	\$149.27	\$149.54	\$149.37

These are estimates, and may be impacted by changes to benefits (e.g. Single to family), wage increases, or other factors

Cost Sharing:

- The dental benefit (optional) is 100% employer paid
- Any premium increases to Life Insurance, AD&D, Weekly Indemnity Insurance and Health benefits shall be cost shared on a 50/50 basis.
- Employee's contribution will be first directed towards Life Premiums
- Retiree plan- all premiums 100% retiree paid

The premium for employees waiving health benefits will be calculated on the balance at the same percentage level as those receiving the full benefits. The minimum premium is the equivalent of the life insurance premium.

Upon notification from the carrier of any premium increases, the Company agrees to provide the Local with any experience or utilization figures provided by the carrier. The Company further agrees to arrange a joint meeting with the Local, the Company, and the carrier to fully explain any adjustments.

Employees on leave are to arrange a payment plan with the payroll administrator for payment of premiums. After two months of unpaid premiums, employees will be terminated from the plan.

17.07 The Company agrees to print a reasonable number of copies of this Agreement for distribution to the Union.

17.08 Employees submitting authorized expenses will be paid within thirty (30) days of submission.

17.09 Employees will be reimbursed for the cost of renewing their First Aid or St. John's Ambulance Certificates.

17.10 The Company agrees to pay a total sum of \$3,500 towards Paid Educational Leave and Social Justice Fund during each year of this Agreement.

17.11 A policy on Sexual Harassment and Human Rights shall contain the following provisions:

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

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

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

ARTICLE 18

DEDUCTION OF DUES

18.01 The Company shall deduct on the payroll for the last pay period of each month from wages due and payable to each employee covered by this Agreement, an amount equivalent to the uniform monthly Union dues, subject to the conditions and exceptions set forth hereunder.

18.02 The amount to be deducted shall be equivalent to the uniform regular dues payment of the Union, covering the position in which the employee is engaged and shall not include initiation fees or special assessments. The amount of regular Union dues is in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.

18.03 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Local concerned. Membership shall not be denied for reasons that are discriminatory, e.g. race, national original, colour, or religion.

18.04 Deductions shall commence on the payroll for the last 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.

18.05 If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction will be made from the wages of such employee by the Company in such month. In such case, the Company shall not carry forward and deduct from any subsequent wages any dues not deducted in an earlier month.

18.06 Only payroll deductions now or hereafter required by law and deduction of monies due or owing the Company shall be made from wages prior to the deduction of dues.

18.07 The Company shall remit the total amount of dues deducted from wages, accompanied by a Statement of Deductions from individuals, to the Union officer not later than fifteen (15) calendar days following the pay period in which the deductions are made.

18.08 The Company shall not be responsible, financially or otherwise, either to the Union or to any employee, for any failure to make deductions or remittances. However, if an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust the amount directly with the employee. In the event of an error by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance.

18.09 All parties shall cooperate fully in the defense of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to Article 21.01.

18.10 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 Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction from payrolls.

ARTICLE 19

ACCOMMODATION

19.01 When mutually agreed between the proper officer of the Company and the Union Representative, an employee who requires accommodation due to a disability may be placed in a position covered by this Agreement which the employee is qualified to fill, notwithstanding that it may be necessary to displace an able-bodied junior employee to provide suitable employment. An employee placed in another seniority group will accumulate seniority in such group only from the date the employee starts work therein.

19.02 An employee placed in a position under the provisions of this Article shall not be displaced by an able-bodied employee so long as the employee remains in need of accommodation due to a disability. Should the employee subsequently recuperate, the employee shall be subject to displacement, in which case the employee shall exercise seniority rights in the seniority group the employee was in prior to the accommodation.

19.03 The parties will abide by the Canadian Human Rights Act in regard to the Duty to Accommodate at all times.

ARTICLE 20

GOVERNMENT LAWS AND REGULATIONS

20.01 Nothing contained in this Agreement shall be construed as to render null and void the obligations of the signatories under the provisions of Government legislation or regulations.

ARTICLE 21

SUCCESSOR RIGHTS

21.01 In the case of a sale, lease, or transfer of the Company, the Agreement held by the Union will continue in force and effect.

ARTICLE 22

SCHEDULE CHANGE NOTIFICATION

22.01 The Company will provide the Union's Executive the earliest reasonable advance notice possible if there is a change in the printed operating schedule.

October 1, 2019 to September 30, 2022


ARTICLE 23

TERMINATION OF AGREEMENT

23.01 This Agreement shall become effective October 1, 2019, and remain in effect until September 30, 2022, and thereafter until revised, amended, or terminated subject to sixty (60) days' notice in writing from either party thereto, which notice may be served any time after August 1, 2022.


Signed at Charlottetown, this 8 day of April, 2020.


For: SAY FIGHTS LIMITED



Choea R

For: UNIFOR



Marian Bennett


Janet Murray

APPENDIX 1

ESTABLISHED POSITIONS

As per Article 4.01, eight (8) people will be offered Group Benefits from Group 1 and one (1) person will be offered Group Benefits from Group 2.

Yarmouth/Bar Harbor

ESTABLISHED POSITIONS (GROUP 1)		ESTABLISHED POSITIONS (GROUP 2)	
Job Title	# of People	Job Title	# of People
Customer Service Supervisor	2	Maintenance	1
Night Watchperson	2		
Customer Service Associate	4		

TOTAL: 9

BAY FERRIES LIMITED - YARMOUTH/BAR HARBOR SERVICE (UNIFOR)
October 1, 2019 to September 30, 2022

APPENDIX 2

BAY FERRIES LIMITED - PAY RATES - YARMOUTH/BAR HARBOR

Position	June 1, 2018	June 1, 2019	June 1, 2020	June 1, 2021
Customer Service Supervisor	\$22.71	\$23.16	\$23.63	\$24.10
Customer Service Associate	\$21.64	\$22.07	\$22.51	\$22.96
Night Watchperson	\$21.64 (as CSA)	\$22.07 * Re-named Classification	\$22.51	\$22.96
Maintenance Staff	\$22.39	\$22.84	\$23.29	\$23.76

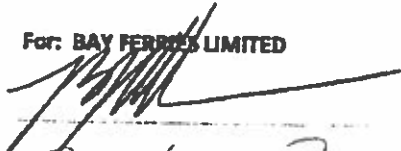
APPENDIX 3

Letter of Understanding-Article 9.02

The Company and the Union agree that if extenuating circumstance that are out of the control of the Company arise; that both parties will meet in good faith to discuss with the intention to find a mutual resolution to any potential scheduling issues that may occur that would cause Article 9.02 of the Collective Agreement to not be able to be fully complied with.


Signed at Charlottetown this 8 day of April, 2020.

For: BAY FERRIES LIMITED



Chebea Zel

For: UNIFOR



Marian Bennett
