

COLLECTIVE AGREEMENT

BETWEEN:

Canadian Merchant Service Guild

(hereinafter referred to as the "Guild")



AND:

NORTHERN TRANSPORTATION CO. LTD.

(hereinafter referred to as the "Company")



Effective Date

January 1, 2012 – December 31, 2014

03125 (12)

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COLLECTIVE AGREEMENT

BETWEEN: **CANADIAN MERCHANT SERVICE GUILD**

Representing:

- Masters
- Deck Officers
- Engineer Officers

(hereinafter called the "Guild")

AND: **NORTHERN TRANSPORTATION COMPANY LIMITED**

(hereinafter called "Company")

ARTICLE 1

Preamble – Purpose of Agreement – Master

- 1.01** The general purpose of this Agreement is to ensure for the Company, the Guild and the Deck and Engineer Officers, as defined herein and employed by the Company on Vessel(s), the full benefit of orderly and legal collective bargaining and to ensure to the utmost extent practicable, the safety and physical welfare of the said Deck and Engineer Officers, economy of operation, standard of service and protection of property. It is recognized by this Agreement to be the duty of the Company, the Guild and the Deck and Engineer Officers to cooperate fully, individually and collectively for the advancement of said conditions.
- The terms and conditions of this agreement apply to the Supplemental Agreement (East Coast Vessels) unless expressly specified in the Supplemental Agreement.

ARTICLE 2

Scope

- 2.01** The term "Officer or Officers" wherever used in this Agreement shall mean all Masters, Deck Officers and Engineer officers employed by the Company on vessels owned and operated and/or bareboat chartered by the Company. The term "vessel" shall not be deemed to include any floating drydock.
- 2.02** This Agreement applies to operations in the Mackenzie River Watershed, Hudson Bay, Beaufort Sea (including Alaska) and other areas of Canadian Arctic waters including those covered by the Supplemental Agreement. In the event of operations in other areas of Canada not covered by the Company and the Guild shall meet to discuss the new operations.

ARTICLE 3

Jurisdiction

- 3.01** It is recognized that the Company comes within the jurisdiction of the Department of Labour of Canada and other Government Departments having jurisdiction.

ARTICLE 4

Recognition

- 4.01** The Company recognizes the Guild as the sole collective bargaining agency for all Officers with respect to rates of pay, hours of work and other conditions of employment in this Agreement.
- 4.02**
- a) The Company recognizes the Guild as the source of supply for all Officers covered by this Agreement and will request the same from the Guild. The Company agrees to employ only Members in good standing. Furthermore, the Guild and the Company agree that in order to facilitate the efficient and expeditious operations of the Company's enterprise, and to enhance and maximize the employment opportunities of local residents and particularly aboriginal people, the Guild will accept the Company's request to employ qualified and reliable personnel from the local area to fill vacancies as they occur from time to time and/or promote qualified Licensed Personnel from within the Company.
 - b) In order to assist the Guild in obtaining all Officers as Members, the Company will provide the Guild with the names of all present and new Officers.
 - c) The Guild and the Company will cooperate and participate fully in the implementation of the Employment Equity Act.
- 4.03** Any Officer not obtained through the Guild and not a Member of the Guild, shall as a condition of employment, make application to the Guild for Membership within thirty (30) days of employment with the Company.
- 4.04** Effective the last pay period of each month that an Employee draws pay for, the Company shall deduct from the wages due and payable to each Officer coming within the scope of this Agreement, an amount equal to two times (2x) the uniform monthly Membership fees and assessments of the Guild. Employees who work at least one hundred twenty (120) days during the calendar year on the lay day schedule or one hundred twenty (120) days during the yearly navigation season are required to be deducted the equivalent of one calendar years full monthly dues. Full monthly dues are owed for any month that an Employee works as an Officer. The Company will remit all dues owed on a monthly basis to the Guild noting the name of each Officer and the period the Officer worked. The amount so deducted shall only be changed during the term of this Agreement to conform with changes in the amount of regular fees of the Guild in accordance with its Constitution and Bylaws.

- 4.05** The Company shall deduct initiation fees as for the time being constitutionally established by the Guild. Signing of the Company's commencement forms shall serve as the Officer's authorization for the Company to deduct such dues.
- 4.06** All deductions made pursuant to this Article will be forwarded to the Guild, attention of the Secretary-Treasurer, within thirty (30) days of the deduction where practicable, together with a list showing the names of the Officers to whom the deductions are to be credited.
- 4.07** **Legal Defense**
The Company shall forward to the Guild a sum of forty dollars (\$40.00) per Officer for each month or part thereof the Employee is providing service for the purpose of providing a Legal Defense Fund.
- 4.08** **Hiring Hall (Hay River)**
The Company agrees to pay to the Guild a sum of seven hundred dollars (\$700.00) per Officer employed per season, for a minimum of thirty (30) sailing days. This sum shall be for the purpose of maintaining the hall, hiring board, and dispatcher required, except where there is a stoppage, slowdown or strike by the Officers. Notwithstanding the above, in the instance the Company promotes an Employee to Officer status or hires an Officer on a temporary basis not exceeding thirty (30) days, a sum of five dollars (\$5.00) per day of employment shall be remitted to the Guild. The overall amount paid per Officer per season will not exceed seven hundred dollars (\$700.00).
- 4.09** The Company and the Guild may make alternative arrangements by agreement with respect to the sums referred to in Clauses 4.07 and 4.08 of this Agreement.

ARTICLE 5

No Discrimination

- 5.01** The Company agrees not to discriminate against or intimidate any Member of the Guild for his/her activities on behalf of, or, for Membership in the Guild.

ARTICLE 6

No Cessation of Work

- 6.01** There shall be no strikes, lock-outs, tie-ups, slow-downs or stoppages of work for any cause whatsoever under the terms of this Agreement. It is the intent of the Company and the Guild that all controversies, regardless of their nature, shall be settled amicably and harmoniously under the terms of this Agreement. Refusal to pass through a legal picket line shall not be construed as a violation of this Clause.
- 6.02** Definition for the purpose of the Section - *"A Legal Picket Line is a picket line which has not been declared illegal."*

ARTICLE 7

Grievance Procedure

- 7.01** An Officer who feels that he/she has been treated unjustly or considers himself/herself aggrieved, should within ten (10) days or the first practical opportunity first discuss the problem with the Manager Marine Operations. Failing satisfactory settlement within ten (10) days, the Licensed Officer may present his/her grievance in writing to the Manager Human Resources of his/her delegate within ten (10) days of the response from the Manager Marine Operations.
- 7.02** Differences which cannot be resolved directly between the Company and the Officer(s), which arise from the interpretation or alleged violations of the provisions of the Agreement, shall be handled in the following manner:
- 7.03** At the first practical opportunity, after the alleged grievance has arisen, the Guild through its Accredited Representatives, shall present the grievance, in writing, to the Company's Representatives. A grievance shall be filed within thirty (30) days of the event or when the officer knew of the facts giving rise to the grievance.
- 7.04** The written grievance shall set out the nature of the grievance, the Section(s) alleged to have been violated and the remedy sought. Either Party may, at its discretion and expense, require the Officer(s) concerned to be present and to give evidence regarding the dispute. Failing resolution of the written grievance, within ten (10) days of its receipt by the Company, the grievance may be referred to arbitration within thirty (30) additional days.
- 7.05** The written Grievance Procedure shall be carried out at the Company's Head Office or at such other place as the Guild and the Company mutually agree upon, in writing.

ARTICLE 8

Arbitration

- 8.01** If the grievance is not satisfactorily concluded within the time set forth in Section 7.03 and 7.04, the grievance arising from the interpretation or alleged violation of the Agreement may be referred to Arbitration.
- 8.02** The Parties, by mutual agreement, may appoint a single named industry Arbitrator and an alternate.
- 8.03** Where the Parties have not mutually named a single industry Arbitrator and an alternate, the Party desiring to arbitrate shall provide the other Party with the name(s) of a recognized Arbitrator to hear the matter in dispute. Should the Parties fail to agree on the appointment of an Arbitrator, then an application to the Federal Minister of Labour to appoint an Arbitrator shall be made by the Party advancing the matter to arbitration.

- 8.04** The Arbitrator shall meet at the Company's head office or such other place as the Guild and the Company agree upon, in writing, within ten (10) days from the date of the appointment of an Arbitrator for the purpose of hearing the grievance. A written record of the grievance previously submitted and the resultant decision shall be presented to the Arbitrator. The Arbitrator's decision shall be confined to determining the issues therein set out.
- 8.05** The Arbitrator shall sit, hear the Parties and endeavor to make his/her award within seven (7) days from the close of the hearings. The Arbitrator shall deliver his/her award, in writing, to each Party. The award shall be final and binding on the Parties to the arbitration and they shall carry out the award forthwith.
- 8.06** The Company and the Guild shall respectively assume any expenses incurred in connection with the preparation and presentation of their own case, including fees and expenses of their witnesses and/or the fees and expenses of their appointment of an Arbitrator. Any expenses in connection with the appointment of the Arbitrator shall be equally divided between the Company and the Guild.
- 8.07** The Arbitrator shall have the power to determine whether a particular issue is arbitrable but shall not have the power to alter any terms of the Agreement, nor to substitute new provisions for existing provisions, nor to give any decision which is inconsistent with the terms of the Agreement.
- 8.08** Time frames mentioned herein, may be extended by mutual agreement between the Company and the Guild, however, in the event that either Party fails to proceed within the time frames set out or as otherwise mutually agreed, the grievance will be deemed to have been abandoned.

ARTICLE 9

Discharge

- 9.01** In the event that an Officer is discharged for just cause, the Company shall inform the Guild promptly in writing of the Officer's discharge and such discharge may be made a subject of grievance provided the presentation of the grievance is made in accordance with Article 7, with the exception that the grievance must be presented within ten (10) days after the discharge.
- 9.02** If the grievance should be settled in the Officer's favour, he/she shall be reinstated and paid his/her regular salary for the time lost, since the date of his/her discharge, less any monies earned by the Officer during such period. Upon reinstatement, there shall be deemed to have been no break in such Officer's continuous service.

ARTICLE 10

Security

- 10.01** The Company, the Guild and all Officers agree that operations involving each vessel and the vessel's crew shall be in compliance with the requirements of the Federal Government, the Government of the Northwest Territories and the Canada Shipping Act or Collective Agreement.
- 10.02** Officers shall comply with Company policies and direction. Company manuals will be made accessible to Officers. Such Company regulations shall not conflict with any provision of the Canada Shipping Act or the Collective Agreement.
- 10.03**
- a) No alcohol or non-prescribed drugs shall be possessed or consumed by an Employee while aboard his/her vessel or other Company work place. Violation of this Article will result in serious disciplinary consequences up to and including termination.
 - b) No firearms shall be possessed by an Employee while working and/or traveling for/or on behalf of the Company.
 - c) While traveling on Company or client aircraft, all Officers may be submitted to searches of their person and baggage by Company and/or client personnel.
- 10.04** When working under this Agreement, the Officer agrees that he/she shall not supply or disclose, either during the course of this Agreement or at any time thereafter, whether verbally or in writing, to any person(s), firm(s), or corporation(s), all or part(s) of any information or knowledge which he/she learns concerning the Company client or the client's affiliates including, without intending to limit the generality of the foregoing, any information or data concerning the drilling operations of the clients.
- 10.05** The Guild and the Company agree to fully comply with the Canada Shipping Act and the Canada Labour Code with particular reference to Part II, Occupational Safety and Health Regulations.

ARTICLE 11

Management Rights

- 11.01** The Guild recognizes the right of the Company to manage and direct the Company's business in all respects in accordance with its commitments and responsibilities, and to make and alter from time to time, rules and regulations to be observed by Officers, which rules and regulations shall be subject to the provisions of this Collective Agreement.

ARTICLE 12

Health and Safety

- 12.01**
- a) The Company agrees to take reasonably appropriate measures as deemed necessary with a view to ensuring that Employees, during their course of employment, work in a safe and healthy environment.
 - b) The Company and the Guild agree to encourage the Officer to work in a safe manner and the Officers shall observe the safety and health rules and practices established by the Company, the Canada Shipping Act, or Labour Canada from time to time, as a measure of protection for themselves and others. Officers failing to abide by safety rules and regulations may be subject to disciplinary action and/or dismissal.
 - c) It is the duty and responsibility of each Officer to be conversant with all Company manuals, rules and practices, to know the guidelines provided and to act accordingly to those guidelines and in accordance with the provisions of the Canada Shipping Act, United States Regulations and the Labour Canada Regulations.

12.02 **Joint Union Health and Safety Committee**

A Joint Union and Company Health and Safety Committee shall be established for all vessels each season. The purpose of the Committee shall be to promote safe, healthy working conditions, practices and procedures.

12.03 **Examination / Safety and Health Representative**

Hearing tests shall be conducted once every two years or more frequently if required by law. After one year of continuous employment, Officers shall be reimbursed for this hearing test up to a sum of seventy-five dollars (\$75.00).

- a) The Company agrees to conduct appropriate tests of Employees and of the work Environment including noise level readings as deemed necessary by the Company and/or Labour Canada with a view to ensuring a safe work environment.
- b) Each vessel will have a designated Safety and Health Representative who will exercise the functions under the Canada Labour Code. The Safety and Health Representative shall be the Chief Engineer.
- c) Asbestos control issues will be referred to the Health and Safety Committee.

12.04 **Medical Examinations**

- a) Where the Company requires an Officer to undergo a specific medical, hearing, or visual examination by a designated qualified practitioner, the examination will be conducted at no expense to the Officer.
- b) Results of all specific medical, hearing, or visual examinations will be made available to the Officer upon request.
- c) Officers shall authorize that requested specific medical, hearing or visual examination information be supplied to the Company.

- d) Officers shall not refuse to take such specific medical, hearing, or visual examinations.
- e) When an Officer is deemed not to be medically fit to perform his/her duties by a Doctor to which the Officer was referred by the Company, the Officer, before he/she is released or goes on disability or sick leave, shall be given the opportunity of being examined by his/her Doctor at his/her expense. Should the opinions of these Doctors conflict, the Company and the Guild shall arrange for a third medical opinion. The cost of the third opinion shall be shared equally by the Company and the Officer.
- f) Transport Canada regulations require that all Officers be in possession of a valid and current Transport Canada approved medical certificate. It is required that this certificate be obtained prior to departure from the Officers home port or residence. It is agreed that the Company will reimburse the Officer for the cost of the medical examination (up to one hundred and fifty dollars [\$150.00]), and the Officer shall provide the Company with a receipt for same.

12.05 Emergency Duties

Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of other vessels, lives or cargoes, shall be performed at any time on immediate call by all Officers, notwithstanding any provision of this Agreement which might be construed to the contrary. In no event shall overtime or cargo time be paid for work performed in connection with such emergency duties. The determination of an emergency situation will be at the discretion of the Master.

12.06 Officers shall not claim salvage on a Company vessel which has come into mishap.

12.07 Drills

Lifeboat and other emergency drills shall be held as required by regulations under the direction of the Master.

12.08 Reporting of Accidents

Officers will as soon as is practicable report to their immediate or designated Supervisor all personal injury, accidents, and/or damage to Company and customer equipment, vehicles, cargo and facilities.

12.09 Officers shall complete and present to their Supervisor a Workers' Compensation Accident Report or other required Accident Reports within twenty-four (24) hours of the time of the accident.

12.10 Safety Items

Officers must wear hard hats, safety footwear, hearing protection and life jackets in designated areas.

12.11 Officers shall not enter fuel tanks, water tanks, etc., without proper safety precautions being taken as required by Safety Rules and Regulations.

12.12 Any Officer who, while in the employment of the Company, suffers loss of clothing and personal effects through wreck or marine disaster (i.e.: fire, collision, grounding, sinking, etc.) shall be compensated by the payment of up to a sum of five thousand dollars (\$5,000.00) for such loss.

In special cases involving the loss of tools or navigational equipment, additional compensation of up to five thousand dollars (\$5,000.00) will be made.

A list of tools, equipment and significant monetary valued clothing or personal effects brought aboard must be supplied to the Company prior to sailing.

12.13 Any Officer who, while in the employment of the Company, is required to ship tools and/or personal effects on non-insurable carriers, suffer loss of such tools and/or personal effects, shall be compensated by the payment of up to ten thousand dollars (\$10,000.00) for the loss of such tools and personal effects according to the loss sustained upon submitting a letter from the carrier. A list of said tools and personal effects shall be as identified in Clause 12.12 above.

12.14 The Company will provide all tools necessary for the maintenance of the vessel's equipment prior to commencement of the fitting out program. Opening and closing inventories shall be maintained.

12.15 Officers will not be required to fly with a non-insurable carrier. In the extreme circumstances where an Officer has elected not to travel, and thus prevented his/her timely return to the workplace, the Officer will be required to provide, in writing to the Manager, Marine Operations the reason(s) for such delay.

ARTICLE 13

Permanent Employees

13.01 An Officer will be deemed to be a permanent Employee providing he has completed a minimum of one hundred and twenty (120) days service. For clarification, such an Officer would be entitled to seniority entitlements commensurate with his actual days of prior service, rights to recall, pension and Health and Welfare Plan coverage. The Officer's Health and Welfare Plan coverage will be maintained subsequent to recall, and for the balance of the year on a pro-rated basis.

ARTICLE 14

Seniority

14.01 The Company shall maintain seniority lists for all Licensed Officers, showing the Officers' date of hire, present classification together with the Officers' Service Seniority and Category Seniority.

14.02 a) Master Agreement Seniority lists shall indicate the seasonal accumulation of

service with the Company in each of the Licensed Officer categories (e.g.: Master, Mate, 2nd Mate, Engineer and 2nd Engineer).

- b) Supplemental Agreement Seniority lists shall indicate the yearly accumulation of service with the Company in each of the Licensed Officer categories (e.g.: Master, Mate, 2nd Mate, Engineer, 2nd Engineer and 3rd Engineer).
- c) When an Officer is on leave of absence from the Company, the seniority list shall reflect his/her status as such, and his/her seniority shall be frozen until such time as he/she returns to full-time employment with the Company the following year.

**All references to season accumulations will be understood to mean yearly accumulations when applied to Supplemental Agreement seniority.

14.03

An Officer, upon attaining permanent status, shall be placed on the first prepared seniority list and shall be credited with service since the date of commencement of employment. Seniority will be accumulated as per Article 14.05. For clarification, it is understood and agreed that seniority calculations for new Officers attaining permanency status under Article 13.01, and who are considered as regular Officers under 14.05 below, shall be calculated from total accrued service with the Company. The commencement date of employment shall be arbitrarily fixed in accordance with the actual number of days of past employment over the previous two (2) years with the Company, i.e.: if the Officer had been employed for a total of six (6) months over the course of a two (2) year period, then his seniority would be calculated backwards over the past two (2) seasons a total of one hundred eighty-two point five (182.5) days.

14.04

- a) A copy of the up-to-date seniority list will be provided to the Guild office and two (2) copies provided to each Vessel at the commencement of the season. One copy shall be posted on the Vessel's notice board with the second copy retained by the Master.
- b) The Company shall provide bulletin boards for Guild information purposes in the following locations:
 - i) each mess room and staff room on both ship and shore;
 - ii) other strategic locations as agreed to by the Parties;
 - iii) it is to be understood that the bulletin board space shall not be for the sole use of the Guild.

14.05

There shall be two (2) kinds of seniority:

- a) **Service Seniority**

being the length of service with the Company (as an Officer). An Officer shall accrue Service Seniority from the date upon which he/she commenced as a regular Officer of the Company.

- b) **Category Seniority**
being the length of service with the Company in a specified category of Officer, i.e.: Master, Mate, and Engineer as a Master Agreement or Supplemental Agreement Officer.
- c) Permanent Officers who are qualified and have given the Company prior written notice of their availability to sail on either a Master Agreement or Supplemental Agreement vessel will be offered work opportunities according to their category, then service seniority standing, before the Company fills any vacant position through promotion from the unlicensed ranks or hires through the Guild of from the street. Officers may later elect to decline an offer to work outside their established category seniority to protect their seniority standing within same.

14.06 An Officer shall accrue Category Seniority as an Officer to a position within the categories defined in Schedule "A" and Schedule "C".

14.07 An Officer will simultaneously accrue Category Seniority for his/her specific category and for categories of lesser rank for which he/she is qualified.

- 14.08**
- a) An Officer noting any discrepancies in his/her seniority for the previous season may forward to the Manager Marine Operations within two (2) months of annual issue of the Seniority List a written statement outlining the noted discrepancies. The list shall be issued on May 16th each season. The Manager shall review the report and advise the Officer within one (1) month of receipt of the Officer's report. Any discrepancies not resolved in this manner may be subject to the grievance procedure.
 - b) Where an Officer's seniority is not amended following expiry of the grievance, he/she may not again grieve his/her past seniority.

14.09 In the case of layoff or recall, Service Seniority shall be the determining factor subject to qualifications, experience, performance and ability to do the job. Realignment of positions due to lay-offs shall be by Category Seniority, qualifications, experience, performance and ability to do the job.

14.10 An Officer who has been laid off will retain his/her seniority and the right to be recalled for a period up to twenty (20) months from date of layoff, provided he/she reports to the Company when recalled, unless on operational season layoff, and further provided, that should payment of severance pay under Article 25 be made after the expiration of the twelfth (12th) month of layoff, all rights including seniority and recall shall be at an end.

It is understood that an Officer is not entitled to any severance pay until twelve (12) months of layoff have occurred. An officer who is given reasonable notice and fails to report for work upon recall is subject to discharge from service.

- 14.11** a) In assignments and promotions, first consideration will be given to existing Licensed Officers, subject to ability, performance, qualifications and experience. Where ability, performance, qualifications and experience are acceptable, and are equal in the judgment of the Company between two (2) or more Officers, preference shall be given first to the Officer with the greatest Category Seniority followed by total Service Seniority.
- b) During the operating season, promotions may be subject to operational and travel considerations to limit time loss and cost of transferring Employees during mid-season breaks only.
- 14.12** In the event that mechanization and technological changes should necessitate or bring about a reduction in personnel, the Company agrees to follow, to the utmost intent practicable, the principle of retaining Officers with the greatest seniority.
- 14.13** A permanent Employee who is off due to work related injury or illness which is supported with medical documentation shall continue to receive seniority credit from date of injury or illness for the purpose of recall to work after the Employee provides acceptable proof of recovery to return-to-work.
- 14.14** An Officer shall forfeit all seniority when he/she:
- a) is discharged for cause;
 - b) self terminates his/her employment;
 - c) is laid-off and is not recalled to service within a twenty (20) month period from date of layoff at the conclusion of his/her season;
 - d) receives severance payment as per Article 14.10;
 - e) fails to report for work as required by the provisions of the Collective Agreement.

ARTICLE 15

Hours of Work – Hay River

- 15.01** The Company and the Guild subscribe to the principle of the eight (8) hour day, but in recognition of the impracticality of operating on such basis in the Mackenzie River Watershed Area or in the Arctic, agree that a twelve (12) hour day shall be worked throughout the Navigation Season.
- 15.02 Yarding Vessels – Hay River**
- a) The term yarding Vessel shall mean Vessels where Officers work on daily shifts of twelve (12) consecutive hours, inclusive of meal breaks for those Officers confined to the vessel and exclusive of meal breaks for those Officers who are not confined to the Vessel.
 - b) A day will be defined as from 00:01 to 24:00 hours.

ARTICLE 16

Employment Periods – Hay River

16.01 Employment Periods

Contracts for Officers who became permanent Employees prior to October 31, 1994 will be for one hundred and fifty-eight (158) days within a period starting April 15 of each year and ending on November 15 of the same year. Contracts for Officers who became permanent Employees after October 31, 1994 will be for one hundred forty-two (142) days within a period starting April 15 of each year and ending on November 15 of the same year. Officers employed under the one hundred forty-two (142) day or the one hundred and fifty-eight (158) day contract shall be guaranteed remuneration for the contract days at the daily rate.

16.02 Permanent Officers who have completed their 158 or 142 Day Contracts will not be displaced from their regular vessel or assignment unless mutually agreed by the Officers and by the Company.

16.03 In the event an Officer is required to work in excess of their contract days within the period beginning April 15 of each year and ending on November 15 of the same year, Officers shall receive one and one-half (1½) times the applicable daily rate for each twelve (12) hour day worked.

ARTICLE 17

Maintenance and Pre-Sailing Periods – Hay River

17.01 Refit work carried out onboard any Company operated vessel outside of the operating season will be supervised by, or carried out under the direction of a competent person, i.e.: the Superintendent or the Manager Marine Maintenance. If the Chief Engineer assigned to that specific vessel at the commencement of the following navigational season is not in attendance for such refit work, the Company shall ensure that a competent person who is familiar with the work done shall confer with the Chief Engineer prior to sailing, advising of any and all work and results thereof. In addition, any report(s) generated as a result of said refit work will be proved to such Chief Engineer.

Notwithstanding the above, when refit work is being conducted on the main propulsion or steering systems, a Chief Engineer shall be in attendance overseeing and/or assisting with such work. During the normal spring activation, this will be within two (2) weeks of the vessels scheduled sailing date. For clarification, the systems referred to are the main engine(s), gear box(es), and hydraulic systems.

The Company will endeavour to recall a Chief Engineer each spring within two weeks of the vessels scheduled sailing dates.

These requirements are waived where extenuating circumstances arise which are clearly beyond the Company's control such as unanticipated activation of vessels.

17.02 The Company will, where operationally practicable, make every reasonable effort to supply single berth accommodations for all Officers during maintenance and pre-sailing periods.

ARTICLE 18

Pay Administration – Master

18.01 Schedule of Salaries

The appropriate salary rates contained in the Schedule of Salaries set forth in Schedule "A" and Schedule "C" hereto, shall be maintained throughout the life of this Agreement.

18.02 Terminating and Replacing Officers

Any Officers terminating prior to the conclusion of the season will receive payments based on the formula - total salary divided by 158 or 142, whichever is the applicable divisor, times days worked. Any new Officer or Officer replacement shall be paid by the formula using the one hundred forty-two (142) division.

18.03 Bank Deposit System

It is agreed that the Company will continue administering a Bank Deposit System for all Licensed Officers. Each Officer must participate in the program and will be required to fill out the Company's Bank Deposit Form at commencement of employment each season.

18.04 Blank

18.05 Statutory Holidays

All pay and leave earned for statutory holidays shall be shown as separate items on payroll statements.

All Officers will be given the following paid statutory holidays when the Officer has received wages from the Company in at least fifteen (15) of the last thirty (30) days preceding the stat holiday.

New Year's Day	Good Friday	Easter Monday
Victoria Day	Canada Day	August Civic Holiday
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

Any statutory holiday proclaimed by the Federal Government shall be recognized upon proclamation and included as a paid statutory holiday.

18.06 Payroll Statements and Records of Employment

Commencing with the 1998 operating season, the Company shall provide on a monthly basis, on each Officer's payroll statement, a clear and detailed accounting of rates of pay, earnings to date, number of days worked, overtime and EDP accruals, payout and vacation pay entitlements.

Records of Employment will be issued within five (5) calendar days from the date of lay-off or within five (5) calendar days from the date of final pay of the operational season

is processed, whichever date is applicable. Each payroll statement to be delivered in individual sealed envelopes to the vessel, or electronically.

- 18.07** A payroll stub legend, outlining the applicable payroll codes, will be given to each Member at the beginning of each season and a laminated copy will be placed on the bridge of each operational vessel.

ARTICLE 19

Duties / Extra Duty Pay (EDP) – Hay River

- 19.01** The duties of a Deck Officer shall be primarily those of a Navigating Officer and working Supervisor of unlicensed crew Members. A Deck Officer shall not be required to perform the work of an unlicensed crew Member.

- 19.02** The prime responsibility of an Engineer is to operate and maintain the engine room equipment and to maintain other mechanical equipment on the vessel.

- 19.03** Engineers called to work off the vessel to repair or maintain other than the vessel’s mechanical equipment (ship’s work boat excluded) shall be paid at the applicable cargo rate as per Schedule "A" in addition to his/her regular pay.

- 19.04** a) All Officers shall receive Extra Duty Pay (EDP) as per Schedule "A". It is understood that the Extra Duty Pay is calculated on the basis of one (1) hour per day during the one hundred fifty-eight (158) or one hundred forty-two (142) day contract period, whichever is applicable for all Officers.

The calculation of the EDP shall be based upon the following formula:

Basic Salary =	Daily Rate One Hundred Fifty-Eight (158) Days
Daily Rate =	Dollar Figure (\$) Amount Twelve (12) Hours
\$ Figure Amount x 158 Days =	EDP Amount
OR	
\$ Figure Amount x 142 Days =	EDP Amount

- 19.05** Masters of all vessels where no Second Mate is carried, and all Mates, shall be paid the applicable cargo rate, as per Schedule A while they supervise cargo work.

- 19.06** For cargo time performed on watch, the Officer shall receive, in addition to his/her daily rate of pay, the regular hourly cargo rate. Any cargo work performed off watch will be paid for at time and one-half (1½) the regular hourly cargo rate for all hours up to and including twelve (12) hours per day and double time (2x) the regular hourly cargo rate thereafter. Cargo time shall be accumulated and paid as per the provisions of Article 19.07.
- 19.07** Compensation for work performed at cargo rate and overtime, where applicable, will be accumulated. Where the accumulated amount of cargo time and overtime earnings exceeds the applicable annual EDP, such excess amount will be paid the following month. (Refer to example on Schedule "B").
- 19.08** The Company agrees that the Officers will not be requested to work cargo or drive forklifts.
- 19.09** Officers assigned to yarding vessels shall not receive EDP.
- 19.10** Cargo time shall not apply when safety of life at sea is involved.

ARTICLE 20

Transportation and Travel Time

- 20.01** The Company agrees that all Licensed Officers who have served the Company continuously from time to fit-out to completion of lay-up, excepting only periods of justifiable absence from duty, shall receive Company paid air transportation to and from port of fitting-out and lay-up of vessel to the airport nearest their place of residence within Canada. The amount of transportation provided shall not exceed that supplied when first hired.
- 20.02**
- a) Officers except those hired at point of embarkation in the North shall receive two (2) days pay while traveling to and from port of fitting-out and lay-up of vessel (i.e.: daily rate straight time pay going to the vessel at commencement of the season and daily rate straight time pay returning from the vessel at the conclusion of the season). Such pay will apply for travel during the one hundred fifty-eight (158) or one hundred forty-two (142) day contract period, as applicable. For those not awarded a contract pay for travel days will be as above.
 - b) Where an Officer is required to work in Hay River, and there are no mess facilities available, either ashore or on a Company owned vessel, he/she shall be provided with a meal allowance to a maximum of forty dollars (\$40.00) per day; such payment to be payable on each pay day.
Officers will be paid a daily meal allowance of fifty dollars (\$50.00) per working day in all cases where the company does not supply prepared meals onboard the vessel while in port, or during yearly or seasonal start up or shut down.

- 20.03** Officers shall perform duties as required on their reporting date. If travel pay applies, it shall apply to the day prior to arrival. Officers required to work on their day of departure, after the completion of their one hundred forty-two (142) or one hundred fifty-eight (158) day contract as applicable, shall be paid for the hours worked that day at one and one-half times (1½) the daily rate.
- 20.04** Officers who commence work after fit-out and complete the remainder of the season shall be covered by the provisions of Articles 20.01, 20.02 and 20.03.
- 20.05** An Officer who wishes to travel via non-air transportation shall receive the equivalent cost of excursion rate air transportation. An Officer traveling via his or her own vehicle may claim mileage at the Company car mileage rate for actual distance traveled to the equivalent excursion rate air fare. An Officer traveling via another form of transportation may claim transportation expenses up to a maximum of the excursion rate air fare. Officers traveling from beyond Edmonton shall receive up to a maximum of one hundred fifty dollars (\$150.00) for meals and accommodations. Claims can be made by attaching receipts to a Company Expense Form and submitting same to the Manager, Human Resources. Officers providing their own transportation shall receive pay as per the provisions of Article 20.02 and 20.03, as applicable, and shall arrive on their reporting date at a time no later than if available air transportation had been taken.
- 20.06** The Company will reimburse the Employee for ground transportation from the airport nearest to his/her residence and vice versa, to a maximum of one hundred dollars (\$100.00) each way with supporting mileage and/or receipts. Alternatively, an Officer driving his/her own vehicle or taking other transportation to and from the airport nearest his/her home may claim car mileage as per the Company car mileage rate for actual distance traveled to a maximum of one hundred dollars (\$100.00) each way with supporting mileage and/or receipts. To claim these expenses, proper receipts must be attached to the Company Expense Form where applicable and submitted to the Manager Marine Operations or the Manager, Human Resources immediately after the travel is completed.
- 20.07** Officers who are discharged for just cause or self-terminate their employment prior to the completion of the season shall not receive travel pay and shall be deducted all associated travel costs.
- 20.08** Officers hired at point of embarkation of the North shall not receive transportation assistance or travel pay.
- 20.09** Officers traveling on Mid-Season Break shall receive transportation, meals and ground transportation as provided in this Article. Officers failing to return from Mid-Season Break will have associated travel costs deducted and employment terminated.
- 20.10** Officers who fail to report to their vessel on time, through their own negligence, may be subject to disciplinary action and/or be required to pay for the additional associated

travel cost incurred in getting to the vessel. Pay other than travel pay shall commence on their first regular watch upon reaching the vessel.

- 20.11** Officers who are requesting the Company to utilize their personnel vehicles to conduct Company business shall be compensated at the applicable Company mileage rate. Claims for such expenses must be made on a Company Expense Report.

ARTICLE 21

Mid-Season Break – Hay River

- 21.01** Each Officer on vessels operating out of Hay River on the Mackenzie River System and Churchill Hudson's Bay (with the exception of yarding boats in Hay River) will be entitled to an optional Mid-Season Break of eighteen (18) days inclusive of travel, provided the Officer meets the provision of Article 13.01. The first day of the Mid-Season Break will be the day following completion of the last shift worked prior to the Mid-Season Break (i.e.: if an Officer's last shift worked is July 7, the Mid-Season Break would commence on July 8th, and the Officer would return to work on July 26th). Should an Officer encounter delays in departing or returning from his/her Mid-Season Break which are beyond his/her control (i.e.: inclement weather), and for reasons acceptable to the Company, the amount of time attributed to such delay shall not be counted as forming part of the Mid-Season Break.
- 21.02** It is understood that, the amount deducted from the vacation accrual will be calculated at the contract daily rate times the number of days taken.
- 21.03** The Company reserves the right, in consultation with the Officer, to schedule such Mid-Season Break to their convenience due to the operational considerations and subject to the limitations in the number that can be rotated as relief crew.
- 21.04** Each Officer must forward his/her request for such leave in conjunction with the requirements of Article 34.02.
- 21.05** An Officer who fails to return for other than compassionate reasons from his/her Mid-Season Break shall have his/her transportation costs and expenses deducted from his/her final pay.
- 21.06** Short term promotions for Mid-Season Break purposes shall as closely as possible be made in accordance with the provision concerning promotions under Article 14 - Seniority.

- 21.07** A permanent Officer who has been provided a contract commitment from the Company and does not take his/her Mid-Season Break shall be entitled to remuneration of nine and one-half per cent (9½%) based on his/her total annual salary (total annual salary included vacation pay entitlements) in accordance with Schedule "A" of this Agreement providing that;
- a) he has been recalled and commenced employment before June 2nd in the instance of Officers employed under the one hundred fifty-eight (158) day contract season, and before June 16th for Officers employed under the one hundred forty-two (142) day contract season; and
 - b) he completes the employment commitment to the Company.
- The foregoing remuneration shall be paid at the conclusion of the operational season.

ARTICLE 22

Vacation Pay

- 22.01** In addition to the rates of pay referred to in Schedule "A", Officers shall receive vacation pay, computed on the basis of annual gross earnings at the following rates:
- a) four per cent (4%) of gross wages for the first two (2) season of service.
 - b) six per cent (6%) of gross wages for the third (3rd) and fourth (4th) seasons of service.
 - c) eight per cent (8%) of gross wages for the fifth (5th) and subsequent season up to an including the tenth (10th) season of service.
 - d) ten per cent (10%) of gross wages for the eleventh (11th) and subsequent seasons of service up to an including the twenty-first (21st) season of service.
 - e) twelve per cent (12%) of gross wages for the twenty-second (22nd) and subsequent season of service.
 - f) fourteen per cent (14%) of gross wages for the thirtieth (30th) and subsequent seasons of service.
- 22.02** An Officer attaining permanent status with the Company shall receive one (1) season vacation pay credit for the prior one hundred twenty (120) day accumulation period.

ARTICLE 23

Leave of Absence

- 23.01** The Company agrees to provide Leave of Absence, without pay, for any Officer elected or appointed to a Guild Office, for a service of up to three (3) years, provided the application for such leave is made prior to January 15th of the year in which the leave is to commence and provided that such Leave of Absence shall commence either prior to May 1st or subsequent to October 31st of each calendar year. Such Leave of Absence shall not terminate between the date of May 1st and October 31st in any year.
- 23.02** Further Leave of Absence, without pay, may be granted by mutual consent. Any Officer who obtains such Leave of Absence shall return to the Company within thirty (30) calendar days after the completion of this term of employment with the Guild.

- 23.03** An Officer who takes employment ashore with the Company or is appointed to Guild Office shall be allowed the privileges contained in Section 23.01 and shall accumulate seniority during the period of such Leave of Absence, however, seniority shall not accumulate during successive Leaves of Absence.
- 23.04** When an Officer on a Leave of Absence takes employment with a competitive Company, he/she shall be deemed to have terminated his/her employment with the Company and lose all seniority. Seniority shall not be lost during short-term Compassionate Leave granted by the Company.
- 23.05** A Leave of Absence for a season may be allowed an Officer after a period of three (3) consecutive seasons of employment with the Company, providing the Company is notified of his/her intention by February 28th of the year in which the leave is to commence. On returning to work for the Company the following season after a Leave of Absence, the Officer's seniority shall read as a continuation from the last season that he/she worked. Such Leave of Absence may be renewed every three (3) years upon application.
- 23.06** Any Canadian Merchant Service Guild Member employed by NTCL that is nominated to a position of either engineer room or deck area Representative may be allotted time off subject to operational considerations to attend the annual Guild Convention with no loss of wages or days taken away from Mid-Season Break. A maximum of seven (7) days is allowed.
Requests for time off must be made in writing by March 31st.
No more than one (1) Officer from each department shall be granted a Leave of Absence in accordance with this Article in any calendar year.

ARTICLE 24

Compassionate Leave

- 24.01** The interpretation of the Clause "immediate family" shall be that as defined from time to time under the Canada Labour Code.
- 24.02** Compassionate Leave, with pay shall be granted to an Officer who is required to be absent from work due to the death or serious illness of an immediate family Member or due to serious domestic affairs of the Officer.
- 24.03** a) Compassionate Leave shall be up to one (1) week after the Officer's arrival in Edmonton, and in the case of the Keewatin, one (1) week from his/her arrival in Winnipeg. Officers required to attend to such matters in the Northwest Territories shall receive one (1) week from departure from his/her vessel. Consideration will be given for extra days (over five [5] days) at no pay depending on individual circumstances.

- b) Notwithstanding the above, circumstances may dictate that an Officer may have to be absent for the balance of an operational season due to a serious illness affecting his/her spouse or children. In such a case, the Officer will continue to receive seniority credit to the date the vessel to which he/she was assigned to laid up at the conclusion of the season.
- c) Officers absent due to Maternity or Parental leave shall receive seniority credit for the duration of the leave.

24.04 Officers on Compassionate Leave within Canada shall be provided with Company paid airfare to Edmonton, or in the case of the MV Keewatin, to Winnipeg. Should the Officer not return from Compassionate Leave, the airfare will be deducted from his/her final cheque.

24.05 Officers shall furnish proof to the Company upon request.

ARTICLE 25

Severance Pay

- 25.01**
- a) In the event the Company terminates the employment of a permanent Officer except where the termination is by way of dismissal for just cause, the Company shall pay to the Officer the lesser of:
 - i) seven (7) days wages at his/her basic rate of wages for his/her regular days of work in respect of each completed season of employment.
 - ii) seventy (70) days wages at his/her regular hours of work.
 - b) An Officer retiring from the Company shall be eligible to receive severance pay on the following basis:
 - i) two and one-half (2½) days pay at the basic daily rate of pay for each season worked to a maximum of forty (40) days.
 - ii) Officers who become permanent employees after the ratification of this agreement in 2012 will not be eligible for this provision.
 - c) In the event an Officer dies while an Employee of the Company, his estate shall receive the retirement severance pay entitlements as outlined above.

25.02 Circumstances deemed to be termination and deemed not to be termination for purposes of this clause:

- a) except where otherwise provided by regulations, an Officer shall be deemed to have been terminated when he/she is permanently laid-off.

ARTICLE 26

Education and Upgrading

26.01

An Officer who is a Permanent Employee, upon request, will be given assistance for an upgrading course. Officers shall apply for Government funding (through Human Resources Development Canada or other appropriate agencies) where ever available. Where courses are required by Government regulation to re-validate or maintain currency (i.e.: Continued Proficiency Certification), Officers must have attained permanency status under Article 13 as at November 1, 1996. The following conditions will apply:

- a) An Officer requesting assistance for upgrading courses must first advise his/her Department Head, in writing, of his/her intent to take such courses. The request for assistance must include the specific course to be taken, dates, training school location and itemized estimate cost for course fee, required classroom textbooks and examination fees.
- b) The Department head will consider the request and will advise the Officer, in writing, with a copy to the Human Resources Department, as to whether the request for assistance has been approved.
- c) The Company shall have the discretion as to the courses to be approved, the priority of attendance and the number of Officers who may take the courses during the off season.
- d) Upon successful completion of the course, the Officer must forward to the Human Resources Department, the original receipts for the course fees, required classroom textbooks and examination fees. A document which reflects the successfully complete courses must also be submitted at this time.

Subject to the previous Clauses of this Article, and in the instance the course and/or courses prerequisites for attaining higher Certification of Competency status, and the Company has identified and deemed a need for such higher level of Certification, the following shall prevail:

- i) Application for consideration must be made, in writing, by the Officer in sufficient time for appropriate budgetary and logistical arrangements to be made.
- ii) The Company shall pre-pay the cost of the course(s) which payment shall be equally born between the Company and the Officer affected. Upon rehire by the Company subsequent to completion of said course(s), the Company shall deduct fifty per cent (50%) of the course(s) costs from the Officers pay.
- iii) The Company shall provide any required travel cost on the basis of excursion rate airfare from the Officers home location to the nearest training facility, and return upon course completion.

- iv) The Company shall provide a daily accommodation and meal allowance of one hundred fifteen dollars (\$115.00) per day for the scheduled duration of the course(s). This allowance will be provided to the Officer via a bi-weekly payment schedule during the period of time the Officer is attending such course(s) and the Officer will be obligated to provide the Company with appropriate receipts. In the instance the Officer does not provide expense receipts or where the daily expense receipts are less than one hundred fifteen dollars (\$115.00), the Company shall have the right to recover from the Officer's pay and all shortfalls.
Notwithstanding the above, where the Officer resides within a reasonable commute (one [1] hour vehicle commute) from the training facility, such an Officer will only be entitled to compensation for meals, parking and mileage charges to a maximum of forty dollars (\$40.00) per day while actually attending the course(s). Payment for same will be provided upon providing the Company daily expense receipts for same.
- v) The Officer commits to acquiring the Certificate of Competency sought.
- vi) The Company will extend this offer of financial assistance once only for said Officer and course. In the event that the Officer does not successfully acquire the Certificate sought on the first attempt, then the burden of acquiring same within a two (2) year time frame at no further cost to the Company lies with the Officer.
- vii) Upon successful acquisition of the identified Certificate of Competency sought, the Officer will provide in writing a return of service commitment to remaining in the employ of the Company for a further four (4) season thereafter.
- viii) For the Company to protect its considerable financial investment in each instance, the Officer at the outset and prior to commencing such course(s) must agree, in writing, to recompense the Company on a proportional basis, the balance of the Employer costs incurred should the four (4) season employment commitment by the Officer fail to be honored.
- e) The Company shall assist the Officers (in the case of Government regulated re-validation or maintenance only), for travel costs by providing a reimbursable advance relative to costs of excursion rate airfare from home location to location of training facility and return, should said Officer request such consideration. Such indebtedness shall be recovered by the Company from wages payable during the navigational season. Thirty-three and one third per cent (33 1/3%) to be repaid from June payroll, thirty-three and one third per cent (33 1/3%) to be repaid from July payroll and thirty-three and one third per cent (33 1/3%) to be repaid from August payroll. Should such Officer not return to the employ of the Company, the indebtedness shall be repaid from the Officers severance entitlement.

For Continued Proficiency Certification only, the Company shall assist the Officer where he/she must reside away from home to attend the course by providing an accommodation and meal allowance of fifty per cent (50%) of such expenses, to a maximum of five hundred dollars (\$500.00) per Officer per course. Such allowance shall be paid by the Company upon successful completion of the course and upon presentation of appropriate receipts. The Company will only pay for the attempted certificate once, the officer bears the future costs if not successful the first time.

- 26.02** Required classroom textbooks, referred to above, is limited to the actual textbooks required in the course and does not include other textbooks or Articles which would be considered "suggested reading".
- 26.03** Reimbursement for the approved course fees, required classroom textbooks and examination fees for successfully completed courses shall be made upon the completion of the operating season following the date of said examinations.
- 26.04** It shall be the responsibility of the Officer to make application and register at the school, and the Company will make representation to the Governmental Department on behalf of the said Officer as may be required.
- 26.05**
- a) The Company may require the Officer to attend other non-licensing safety and/or training courses or seminars, and the Officer(s), given reasonable notice of at least twenty-one (21) days, may make themselves available to attend such course(s) or seminar(s).
 - b) The Company, when scheduling such safety and/or training course(s) or seminars, shall bear the costs including transportation, reasonable expenses, tuition fees, books and examination fees. Officers who are required by the Company to attend such courses will receive pay at the applicable contract rate to be applied to the one hundred and fifty-eight (158) or one hundred and forty-two (142) day contracts as applicable.

ARTICLE 27

Vessel Classification

- 27.01** Subject to Article 2.02, any vessel or vessels added to the fleet or re-powered will be classified on the basis of horsepower, certificate requirements and area of operation, by a Committee of the Company and the Guild.

ARTICLE 28

Manning

- 28.01** The Officer positions, as listed in the attached wage schedule, shall be the minimum Officer requirements unless otherwise mutually agreed by the Company and the Guild subject to Article 14.12.

28.02 Vessels changed to yarding vessels may have their manning changed, by mutual agreement.

28.03 The Parties agree, notwithstanding the inclusion of 2nd Mates and 2nd Engineers at Level 3 and 4 of the wage scales, that there shall be no requirement for the Company to employ Officers in this capacity in the absence of Regulatory requirements to carry same.

Notwithstanding the above, should operational requirements dictate that a 2nd Mate or 2nd Engineer is required, then such Officers shall be remunerated on the basis of the wage scales referenced above.

ARTICLE 29

Blank

ARTICLE 30

Protective Clothing – Master

30.01 The Company will provide rain jackets and pants.

30.02 The Company shall provide each Officer with two (2) sets of coveralls upon reporting.

30.03 Upon request of a Permanent Officer, the Company will reimburse the Officer seventy-five per cent (75%) of the cost of a U-VIC jacket, or reimbursed, as per the table below, for floater or insulated coveralls upon the Officer submitting an invoice of purchase through the Company's expense reporting procedures. Such U-VIC jackets or insulated coveralls may be renewed after three (3) years, at the Officers request.

Season Year	2011
Amount	\$150.00

30.04 The Company shall reimburse Officers up to the amounts, listed in the table below, for the purchase of CSA approved safety footwear. The Company may designate the type of appropriate CSA footwear. This allowance will be applicable to one (1) pair of safety footwear per season and can be obtained by verifying the CSA approval and submitting to the Manager Human Resources an original invoice of purchase attached to a Company Expense Report.

An officer will be allowed to accrue the boot allowance over two years and will be reimbursed not to exceed the aggregate total of the calendar years the claim is being submitted for. Should an Employee terminate or be dismissed prior to working sixty (60) continuous days, the footwear allowance received will be deducted from the Officer.

Season Year	2011
Amount	\$150.00

30.05 The Company shall supply one (1) hard hat each operating season to Officers required to wear them. Hard hats shall be turned in at the conclusion of the season or upon

termination of employment. If not turned in, the Employee may be deduced for the cost of the hard hat.

30.06 The Company shall supply two (2) sets of floater coveralls to each vessel. Four (4) sets of floater coveralls shall be supplied to the larger tugs. Floater coveralls shall be part of vessels' safety equipment and used as directed by the Master.

30.07 Working gloves will be provided to all Officers by the Company. Working gloves are to be turned in before new ones are issued.

30.08 The Company will supply a survival suit for each crew member assigned to work on the Alex Gordon and Jim Kilabuk and all other vessels covered by Article 2.01 of the Supplemental Agreement.

ARTICLE 31

Linen and Blankets – Master

31.01 Each Officer shall be supplied with clean blankets, linen and towels at the beginning of each Navigational Season. Linen and towels shall be changed every week where practicable. Each Officer shall have blankets cleaned or replaced every three (3) months where practicable.
Should an Officer elect to purchase and use a duvet or other such bedding while in the employ of the Company, he/she shall be compensated to a maximum of one hundred dollars (\$100.00) for the purchase of same. Eligibility for this allowance shall be on the basis of once every five (5) years.

ARTICLE 32

TV / Video / Newspaper – Master

32.01 All live aboard vessels shall be supplied with a TV and DVD Player. Newspapers and magazines shall be supplied to these vessels as it operationally feasible.

ARTICLE 33

Benefits - Master

33.01 The Company Dental Plan premiums shall be fifty per cent (50%) paid by the Company and the Plan shall incorporate the following features:

- a) Basic Dental Services:
 - one hundred per cent (100%) co-insurance
- b) Optional Dental Services:
 - eighty per cent (80%) co-insurance

- 33.02** The premium payment for Short Term Disability shall be fully paid by the Officer. This arrangement shall not create a situation where the Officer will be paying additional premium payments to the Plan for benefits currently in effect. It is agreed that the quality of the Plan shall in no way be diminished.
- 33.03** **Vision Care**
Prescription eye glasses or contact lenses allowance to be raised to two hundred dollars (\$200.00) once every two (2) years for each person covered by the plan.
- 33.04** The existing coverage provided by the Company shall be maintained for the duration of this Collective Agreement.
- 33.05** Officers who are on Weekly Indemnity Benefits shall receive not less than seven hundred dollars (\$700.00) per week of disability from the plan.
- 33.06** NTCL will provide the same benefit coverage to Officers covered under the Supplemental Agreement (East Coast Vessels) as to other Officers who work out of Hay River.
- 33.07** Certain cost containment strategies may be undertaken by the Company in conjunction with the benefits provider. The Company will inform the Guild in writing within 30 days of the implementation of such strategies noting the details and reasons for such changes.

ARTICLE 34

Employment Notice – Master

- 34.01** Officers shall keep the Company's Human Resources Department advised at all times of his/her current address, phone number and changes in marital (including common-law), dependent or beneficiary status.
- 34.02** Each Officer, who in the previous calendar year, has served or has been deemed to have served until the close of the navigation season, shall advise the Manager, Human Resources in writing between January 1st and January 31st of each year, as to whether or not he/she will be available for employment during the next following season of navigation and whether he/she is requesting a Mid-Season Break. Officers confirming availability for employment may also request consideration for a change in Vessel assignment.
- 34.03** The Company shall reply to the Officers, with a copy to the Guild, stating whether or not employment can be offered, by March 1st, and at the earliest, practicable opportunity thereafter, the Company shall provide the Officers concerned with the employment particulars.
For those Officers that are not offered contract employment, they will be notified by

April 15 that they will be on operational season layoff.

34.04 An Officer who fails to carry out the provisions of Article 34.02 may not be recalled to service.

34.05 The Company shall advise Officers who are not eligible for rehire by February 15th of each year. Officers who were discharged for cause or who self-terminated their employment will not be eligible for rehire.

34.06 If contract employment is not available to a permanent Employee, that Employee will be on operational season layoff effective May 16th or June 1st, whichever is applicable, until October 20th, when the normal season layoff will commence. If during this period, the Officer has not elected severance under the terms of Article 25, he/she shall be eligible for contract employment rehire the following season without loss of previous seniority.

An Officer on operational season layoff has the right to refuse any other employment periods offered by the Company that may become available during the operating season.

Any Officer on operational season layoff that accepts an employment period offered by the Company will be paid as per the attached Letter of Understanding.

ARTICLE 35

Repatriation – Master

35.01 Repatriation shall be at the Company's expense and arrangements thereto shall likewise be made by the Company.

Officers who are discharged for just cause or self-terminate their employment prior to the completion of the arctic navigation season or Supplemental Agreement voyage shall not receive travel pay and shall be deducted all associated repatriation costs.

ARTICLE 36

Mailing Address – Master

36.01 Any Notice in writing either Party desires to give to the other shall be given by registered mail, postage prepaid, addressed as follows:

To The Company

Northern Transportation Company Limited
10104 -103rd Ave., Suite #1209
Edmonton, AB T5J 0H8
Phone: (780) 441-3392

To The Guild

Canadian Merchant Service Guild
#310 - 218 Blue Mountain Street,
Coquitlam, BC V3K 4H2

36.02 Any Notice so mailed at Edmonton shall be deemed given as of three (3) days following the next business day after date of mailing. The registration receipt shall establish the date of mailing. Either Party shall serve notice on the other Party of any change of address.







ARTICLE 37

Term of Agreement – Master

37.01 This Agreement shall be effective from **January 1, 2012** and continue in force until **December 31 2014**, and from year to year thereafter unless either Party gives notice to the other Party of an intent to revise, terminate or amend this Agreement at any time within two (2) months prior to the expiry date of any subsequent anniversary date of this Agreement.

EXECUTED ON BEHALF OF:
Northern Transportation Co. Ltd.

EXECUTED ON BEHALF OF:
Canadian Merchant Service Guild

 <i>Bill Duffy - President</i>	 <i>Captain Neil MacDougall - President</i>
 EXECUTED ON BEHALF OF: Northern Transportation Co. Ltd.	 EXECUTED ON BEHALF OF: Canadian Merchant Service Guild
	

APPENDIX "A"
LETTER OF UNDERSTANDING
RE: Wages for Officers Not Recalled

Between: Northern Transportation Company Limited
(hereinafter referred to as "The Company")

And: The Canadian Merchant Service Guild
(hereinafter referred to as "The Guild")

It is agreed and understood that effective May 16, 1988, permanent Officers who were not recalled by their contract commencement date and are subsequently hired later in the season shall be paid as per the following schedule:

Days Worked	Amount of Pay
0 — 58 days	basic rate for each day worked (total annual / 158 days)
59 — 79 days	½ total annual salary
80 — 108 days	½ total annual salary + daily rate for each day worked over 79 days
over 108 days	total annual salary

Seniority for such Officers shall accumulate as per days worked and vacation pay will be calculated as per the Collective Agreement.

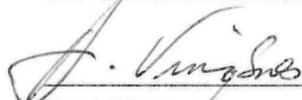
Provisions of this letter shall not apply to Officers described in Article 18.02 of the Collective Agreement.

The 158-day contract shall remain in effect for all current permanent Officers including those who attain permanency status by October 31st, 1994.

Officers who attain permanency status subsequent to October 31, 1994, shall be employed on a 142-day contract June 1st to October 20th. Such an Officer shall, in addition, be guaranteed the fit-out period of eight (8) hours per day from May 24th to May 31st.

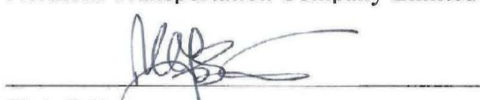
142-Day Formula	
0 — 52 days	basic daily rate for each day worked
53 — 71 days	½ total annual salary
72 — 118 days	½ total annual salary + daily rate for each day worked over 72 days
over 118 days	total annual salary

SIGNED on BEHALF of:
The Canadian Merchant Service Guild



Arnold Vingsnes

SIGNED on BEHALF of:
Northern Transportation Company Limited



Chris Tobin

LETTER OF UNDERSTANDING

RE: Master – Warning Letters

Between: Northern Transportation Company Limited
(hereinafter referred to as "The Company")

And: The Canadian Merchant Service Guild
(hereinafter referred to as "The Guild")

Two (2) calendar years after the issue of a warning letter an Officer, upon written request, shall have the letter and any report removed from his/her personnel file, provided there has been no further infraction of a similar nature within the time period.

Such letter and report shall not be introduced as evidence in the case of promotional opportunities, grievances, and arbitration once it has been removed from the Officer's personnel file.

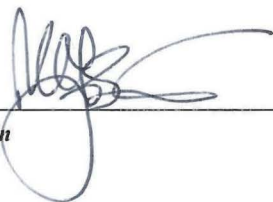
This understanding is subject to termination only by the mutual agreement of both Parties.

SIGNED on BEHALF of:
The Canadian Merchant Service Guild



Arnold Vingsnes

SIGNED on BEHALF of:
Northern Transportation Company Limited



Chris Tobin

LETTER OF UNDERSTANDING

RE: Master – Cargo Work

Between: Northern Transportation Company Limited

(hereinafter referred to as "The Company")

And: The Canadian Merchant Service Guild

(hereinafter referred to as "The Guild")

Cargo work includes the handling of deck and bulk cargo. Cargo work does not include tying up, letting go, making up two or repositioning and lashing of ships' cargo handling equipment, ie: forklifts, ramps and trucks. Nor does it include handling ships, stores (including stores for other Company ships), ships' fuel (including fuel for other Company ships), tarps, pallets, hoses, ship's gear and equipment and lashing of same, changing and splicing of ropes and wires, handling ships' garbage (including garbage of other Company ships), washing down tugs and barges, painting, chipping sougeeing or scraping.

This understanding is subject to termination only by the mutual agreement of both Parties.

SIGNED on BEHALF of:

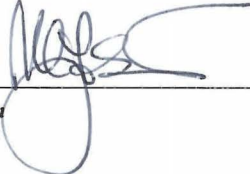
The Canadian Merchant Service Guild



Arnold Vingsnes

SIGNED on BEHALF of:

Northern Transportation Company Limited



Chris Tobin

LETTER OF UNDERSTANDING
RE: Hay River – Higher Classification

BETWEEN: Northern Transportation Company Limited
(hereinafter referred to as "The Company")

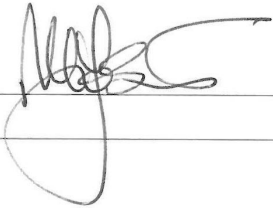
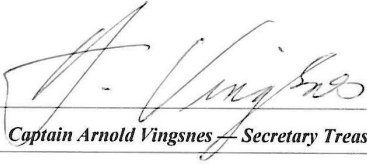

AND: Canadian Merchant Service Guild
(hereinafter referred to as "The Guild")

At the conclusion of each Navigation Season, the Company will review the compensation history for all Officers. Where it is identified that the Officer has sailed under Articles the majority of time (eighty-five percent [85%] or more of respective contract season) in a higher classification, he/she will be paid a retroactive adjustment based on the higher classification.

This understanding is subject to termination only by the mutual agreement of both Parties.

SIGNED on BEHALF of:
Northern Transportation Company Limited

SIGNED on BEHALF of the:
Canadian Merchant Service Guild

	
<i>Chris Tobin</i>	<i>Captain Arnold Vingsnes – Secretary Treasurer</i>
	
	<i>Joy Thomson – Business Agent</i>

Dated at	this	26th	day of	May, 2006
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LETTER OF AGREEMENT
RE: West Coast Shipping Act

BETWEEN: Northern Transportation Company Limited
(hereinafter referred to as "The Company")

AND: Canadian Merchant Service Guild
(hereinafter referred to as "The Guild")


The Company and the Guild agree that the express terms of the West Coast Shipping Act will apply to all Company operations, vessels and crews for the duration of all voyages that commence from or conclude at any port within the boundaries of the province of British Columbia.

The Company and the Guild agree to reopen this contract with respect to negotiating retroactively, a comprehensive West Coast Addendum within thirty (30) days of the Company establishing operations to or from any port within the boundaries of the province of British Columbia.

The Parties agree to refer any outstanding issue(s) to binding interest arbitration regarding the above-mentioned addendum, should they not be able to come to a mutual agreement.

EXECUTED ON BEHALF OF:
Northern Transportation Co. Ltd.

EXECUTED ON BEHALF OF:
Canadian Merchant Service Guild

	
Bill Duffy – President	Captain Neil MacDougall – President
Brad Tiffin – Vice President Operations	Zulema Sanabria – Secretary Treasurer

Dated at Coquitlam, BC	this 1st day of	November, 2012
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LETTER OF AGREEMENT
RE: Operation of the "Kakisa"

BETWEEN: Northern Transportation Company Limited
(hereinafter referred to as "The Company")

AND: Canadian Merchant Service Guild
(hereinafter referred to as "The Guild")

The parties agree that his letter will be used on a trial basis over the duration of the current Collective Agreement.

The Guild and the Company further agree that the Kakisa is a yarding vessel and will be employed as such in or about Hay River.

It is also agreed that all Officers who work through out the Navigation Season on the Kakisa will be scheduled to work twelve (12) consecutive hours each day inclusive of the meal period.


Officers will be compensated as per the rates found in Schedule "A".

Officers who work in excess of twelve (12) hours per day or eighty-four (84) hours per week will be compensated at double their basic hourly rate.

Officers assigned to the Kakisa will not be eligible for Extra Duty Pay.

EXECUTED ON BEHALF OF:
Northern Transportation Co. Ltd.

EXECUTED ON BEHALF OF:
Canadian Merchant Service Guild

	
Bill Duffy – President	Captain Neil MacDougall – President
Brad Tiffin – Vice President Operations	Zulema Sanabria –Secretary Treasurer

Dated at Coquitlam, BC	this 1st day of	November, 2012
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SCHEDULE "A" – WAGE RATES

158 Day Contract

Effective January 1, 2012 to December 31, 2012 – 2% Increase

Level	Vessel	Position	Basic	Daily Basic	Stats 11 x Daily	EDP	Total
1	PAT LYALL	Master	84,737.93	536.32	5,899.48	7,061.49	97,698.90
	PISURAYAK KOOTOOK	Chief Engineer	82,309.25	520.94	5,730.39	6,859.10	94,898.74
	NUNAKPUT	Second Engineer	72,509.11	458.92	5,048.10	6,042.43	83,599.64
	KELLY OVAYUAK	Mate	72,509.11	458.92	5,048.10	6,042.43	83,599.64
	JOCK MCNIVEN						
	EDGAR KOTOKAK	Second Mate - First or Second Year (see below)					
	H. CHRISTOFFERSEN						
4	KAKISA	Master	73,214.99	463.39	5,097.25	6,101.25	84,413.48
		Second Mates (2nd Yr)	62,560.70	395.95	4,355.49	5,213.39	72,129.58
		Second Mates (1st Yr)	60,493.02	382.87	4,211.54	5,041.08	69,745.64

Fit Out Rates Per Hour

	Regular	Overtime	Double Time
Master	\$40.13	\$60.19	\$80.25
Chief Engineer	\$40.13	\$60.19	\$80.25
Second Engineer	\$37.46	\$56.20	\$74.93
Mate	\$37.46	\$56.20	\$74.93
Second Mate	\$31.47	\$47.20	\$62.93

Cargo Handling Rates

Regular	\$32.47
Overtime	\$48.71

SCHEDULE "A" – WAGE RATES

158 Day Contract

Effective January 1, 2013 to December 31, 2013 – 2% Increase

Level	Vessel	Position	Basic	Daily Basic	Stats 11 x Daily	EDP	Total
1	PAT LYALL	Master	86,432.69	547.04	6,017.47	7,202.72	99,652.88
	PISURAYAK KOOTOOK	Chief Engineer	83,955.43	531.36	5,845.00	6,996.29	96,796.72
	NUNAKPUT	Second Engineer	73,959.29	468.10	5,149.06	6,163.27	85,271.63
	KELLY OVAYUAK	Mate	73,959.29	468.10	5,149.06	6,163.27	85,271.63
	JOCK MCNIVEN						
	EDGAR KOTOKAK	Second Mate - First or Second Year (see below)					
	H. CHRISTOFFERSEN						
4	KAKISA	Master	74,679.29	472.65	5,199.19	6,223.27	86,101.75
		Second Mates (2nd Yr)	63,811.91	403.87	4,442.60	5,317.66	73,572.18
		Second Mates (1st Yr)	61,702.88	390.52	4,295.77	5,141.91	71,140.55

Fit Out Rates Per Hour

	Regular	Overtime	Double Time
Master	\$40.93	\$61.39	\$81.86
Chief Engineer	\$40.93	\$61.39	\$81.86
Second Engineer	\$38.21	\$57.32	\$76.43
Mate	\$38.21	\$57.32	\$76.43
Second Mate	\$32.10	\$48.14	\$64.19

Cargo Handling Rates

Regular	\$33.12
Overtime	\$49.68

SCHEDULE "A" – WAGE RATES

158 Day Contract

Effective January 1, 2014 to December 31, 2014 – 2% Increase

Level	Vessel	Position	Basic	Daily Basic	Stats 11 x Daily	EDP	Total
1	PAT LYALL	Master	88,161.34	557.98	6,137.81	7,346.78	101,645.93
	PISURAYAK KOOTOOK	Chief Engineer	85,634.54	541.99	5,961.90	7,136.21	98,732.65
	NUNAKPUT	Second Engineer	75,438.48	477.46	5,252.05	6,286.54	86,977.06
	KELLY OVAYUAK	Mate	75,438.48	477.46	5,252.05	6,286.54	86,977.06
	JOCK MCNIVEN						
	EDGAR KOTOKAK	Second Mate - First or Second Year (see below)					
	H. CHRISTOFFERSEN						
4	KAKISA	Master	76,172.87	482.11	5,303.17	6,347.74	87,823.79
		Second Mates (2nd Yr)	65,088.15	411.95	4,531.45	5,424.01	75,043.62
		Second Mates (1st Yr)	62,936.94	398.34	4,381.69	5,244.74	72,563.37

Fit Out Rates Per Hour

	Regular	Overtime	Double Time
Master	\$41.75	\$62.62	\$83.50
Chief Engineer	\$41.75	\$62.62	\$83.50
Second Engineer	\$38.98	\$58.47	\$77.96
Mate	\$38.98	\$58.47	\$77.96
Second Mate	\$32.74	\$49.11	\$65.48

Cargo Handling Rates

Regular	\$33.78
Overtime	\$50.67

SCHEDULE "A" – WAGE RATES

142 Day Contract

Effective January 1, 2012 to December 31, 2012 – 2% Increase

Level	Vessel	Position	Basic	Daily Basic	Stats 11 x Daily	EDP	Total
1	PAT LYALL	Master	76,156.87	536.32	5,899.48	6,346.41	88,402.75
	PISURAYAK KOOTOOK	Chief Engineer	73,974.13	520.94	5,730.39	6,164.51	85,869.03
	NUNAKPUT	Second Engineer	65,166.41	458.92	5,048.10	5,430.53	75,645.05
	KELLY OVAYUAK	Mate	65,166.41	458.92	5,048.10	5,430.53	75,645.05
	JOCK MCNIVEN						
	EDGAR KOTOKAK	Second Mate - First or Second Year (see below)					
	H. CHRISTOFFERSEN						
4	KAKISA	Master	65,800.81	463.39	5,097.25	5,483.40	76,381.46
		Second Mates (2nd Yr)	56,225.44	395.95	4,355.49	4,685.45	65,266.38
		Second Mates (1st Yr)	54,367.14	382.87	4,211.54	4,530.60	63,109.28

Fit Out Rates Per Hour

	Regular	Overtime	Double Time
Master	\$40.13	\$60.19	\$80.25
Chief Engineer	\$40.13	\$60.19	\$80.25
Second Engineer	\$37.46	\$56.20	\$74.93
Mate	\$37.46	\$56.20	\$74.93
Second Mate	\$31.47	\$47.20	\$62.93

Cargo Handling Rates

Regular	\$32.47
Overtime	\$48.71

SCHEDULE "A" – WAGE RATES

142 Day Contract

Effective January 1, 2013 to December 31, 2013 – 2% Increase

Level	Vessel	Position	Basic	Daily Basic	Stats 11 x Daily	EDP	Total
1	PAT LYALL	Master	77,680.01	547.04	6,017.47	6,473.33	90,170.81
	PISURAYAK KOOTOOK	Chief Engineer	75,453.62	531.36	5,845.00	6,287.80	87,586.42
	NUNAKPUT	Second Engineer	66,469.74	468.10	5,149.06	5,539.15	77,157.95
	KELLY OVAYUAK	Mate	66,469.74	468.10	5,149.06	5,539.15	77,157.95
	JOCK MCNIVEN						
	EDGAR KOTOKAK	Second Mate - First or Second Year (see below)					
	H. CHRISTOFFERSEN						
4	KAKISA	Master	67,116.83	472.65	5,199.19	5,593.07	77,909.09
		Second Mates (2nd Yr)	57,349.95	403.87	4,442.60	4,779.16	66,571.71
		Second Mates (1st Yr)	55,454.49	390.52	4,295.77	4,621.21	64,371.46

Fit Out Rates Per Hour

	Regular	Overtime	Double Time
Master	\$40.93	\$61.39	\$81.86
Chief Engineer	\$40.93	\$61.39	\$81.86
Second Engineer	\$38.21	\$57.32	\$76.43
Mate	\$38.21	\$57.32	\$76.43
Second Mate	\$32.10	\$48.14	\$64.19

Cargo Handling Rates

Regular	\$33.12
Overtime	\$49.68

SCHEDULE "A" – WAGE RATES

142 Day Contract

Effective January 1, 2014 to December 31, 2014 – 2% Increase

Level	Vessel	Position	Basic	Daily Basic	Stats 11 x Daily	EDP	Total
1	PAT LYALL	Master	79,233.61	557.98	6,137.81	6,602.80	91,974.23
	PISURAYAK KOOTOOK	Chief Engineer	76,962.69	541.99	5,961.90	6,413.56	89,338.14
	NUNAKPUT	Second Engineer	67,799.14	477.46	5,252.05	5,649.93	78,701.11
	KELLY OVAYUAK	Mate	67,799.14	477.46	5,252.05	5,649.93	78,701.11
	JOCK MCNIVEN						
	EDGAR KOTOKAK	Second Mate - First or Second Year (see below)					
	H. CHRISTOFFERSEN						
4	KAKISA	Master	68,459.16	482.11	5,303.17	5,704.93	79,467.27
		Second Mates (2nd Yr)	58,496.95	411.95	4,531.45	4,874.75	67,903.15
		Second Mates (1st Yr)	56,563.57	398.34	4,381.69	4,713.63	65,658.89

Fit Out Rates Per Hour

	Regular	Overtime	Double Time
Master	\$41.75	\$62.62	\$83.50
Chief Engineer	\$41.75	\$62.62	\$83.50
Second Engineer	\$38.98	\$58.47	\$77.96
Mate	\$38.98	\$58.47	\$77.96
Second Mate	\$32.74	\$49.11	\$65.48

Cargo Handling Rates

Regular	\$33.78
Overtime	\$50.67

SCHEDULE "B"

Effective January 1, 2012 to December 31, 2012 – 2% Increase

POSITION	MATE (Effective November 1, 2005)	
	Extra Duties Premium (EDP) Scale	One (1) Hour Per Day
	Extra Duties Premium (EDP) Rate	\$38.24 per hour
	Cargo Rate	\$32.47 per hour
	Overtime Rate	\$48.71 per hour
	Annual Extra Duties Premium	\$6,042.43

Month	EDP Hours	EDP Comp. Month	EDP Comp. Accum.	Cargo Hrs Worked	Cargo Comp.	OT Hrs Wrkd.	OT Comp.	Cargo & OT Comp. Accum.	Excess Above Annual	Due End Month
May	12.00	\$458.88	\$458.88							
June	22.50	\$860.40	\$1,319.28	15.00	\$487.05			\$487.05		
July	23.25	\$889.08	\$2,208.36	30.00	\$974.10			\$1,461.15		
August	23.25	\$889.08	\$3,097.44	50.00	\$1,623.50	10.00	\$487.10	\$3,571.75		
September	22.50	\$860.40	\$3,957.84	60.00	\$1,948.20	20.00	\$974.20	\$6,494.15	\$451.72	\$451.72
October	15.00	\$573.60	\$4,531.44	5.00	\$162.35			\$6,656.50	\$614.07	\$162.35
TOTALS	118.50	\$4,531.44	\$4,531.44	160.00	\$5,195.20	30.00	\$1,461.30	\$6,656.50	\$614.07	

NOTE:

1. This Accumulated amount of cargo time and overtime earnings exceeds the applicable annual EDP at the end of this month which is prior to the end of the season.
2. This amount equals total cargo time (\$6,494.15) less annual EDP (\$6,042.43) equals \$451.72
End of Season Payment and Reconciliation:

TO PAY	EDP:	\$6,042.43
TO PAY	Cargo time and O.T. in Excess:	\$614.07 less September payment of \$451.72 = \$162.35
NOTE	For 142 day contract Employees:	The annual EDP is \$5,430.53

SCHEDULE "B"

Effective January 1, 2013 to December 31, 2013 – 2% Increase

POSITION	MATE (Effective November 1, 2005)	
	Extra Duties Premium (EDP) Scale	One (1) Hour Per Day
	Extra Duties Premium (EDP) Rate	\$39.00 per hour
	Cargo Rate	\$33.12 per hour
	Overtime Rate	\$49.68 per hour
	Annual Extra Duties Premium	\$6,163.27

Month	EDP Hours	EDP Comp. Month	EDP Comp. Accum.	Cargo Hrs Worked	Cargo Comp.	OT Hrs Wrkd.	OT Comp.	Cargo & OT Comp. Accum.	Excess Above Annual	Due End Month
May	12.00	\$468.00	\$468.00							
June	22.50	\$877.50	\$1,345.50	15.00	\$496.80			\$496.80		
July	23.25	\$906.75	\$2,252.25	30.00	\$993.60			\$1,490.40		
August	23.25	\$906.75	\$3,159.00	50.00	\$1,656.00	10.00	\$496.80	\$3,643.20		
September	22.50	\$877.50	\$4,036.50	60.00	\$1,987.20	20.00	\$993.60	\$6,624.00	\$460.73	\$460.73
October	15.00	\$585.00	\$4,621.50	5.00	\$165.60			\$6,789.60	\$626.33	\$165.60
TOTALS	118.50	\$4,621.50	\$4,621.50	160.00	\$5,299.20	30.00	\$1,490.40	\$6,789.60	\$626.33	

NOTE:

1. This Accumulated amount of cargo time and overtime earnings exceeds the applicable annual EDP at the end of this month which is prior to the end of the season.
2. This amount equals total cargo time (\$6,624.00) less annual EDP (\$6,163.27) equals \$460.73
End of Season Payment and Reconciliation:

TO PAY	EDP:	\$6,163.27
TO PAY	Cargo time and O.T. in Excess:	\$626.33 less September payment of \$460.73 = \$165.60
NOTE	For 142 day contract Employees:	The annual EDP is \$5,539.15

SCHEDULE "B"

Effective January 1, 2014 to December 31, 2014 – 2% Increase

POSITION	MATE (Effective November 1, 2005)	
	Extra Duties Premium (EDP) Scale	One (1) Hour Per Day
	Extra Duties Premium (EDP) Rate	\$39.79 per hour
	Cargo Rate	\$33.78 per hour
	Overtime Rate	\$50.67 per hour
	Annual Extra Duties Premium	\$6,286.54

Month	EDP Hours	EDP Comp. Month	EDP Comp. Accum.	Cargo Hrs Worked	Cargo Comp.	OT Hrs Wrkd.	OT Comp.	Cargo & OT Comp. Accum.	Excess Above Annual	Due End Month
May	12.00	\$477.48	\$477.48							
June	22.50	\$895.28	\$1,372.76	15.00	\$506.70			\$506.70		
July	23.25	\$925.12	\$2,297.87	30.00	\$1,013.40			\$1,520.10		
August	23.25	\$925.12	\$3,222.99	50.00	\$1,689.00	10.00	\$506.70	\$3,715.80		
September	22.50	\$895.28	\$4,118.27	60.00	\$2,026.80	20.00	\$1,013.40	\$6,756.00	\$469.46	\$469.46
October	15.00	\$596.85	\$4,715.12	5.00	\$168.90			\$6,924.90	\$638.36	\$168.90
TOTALS	118.50	\$4,715.12	\$4,715.12	160.00	\$5,404.80	30.00	\$1,520.10	\$6,924.90	\$638.36	

NOTE:

1. This Accumulated amount of cargo time and overtime earnings exceeds the applicable annual EDP at the end of this month which is prior to the end of the season.
2. This amount equals total cargo time (\$6,756.00) less annual EDP (\$6,286.54) equals \$469.46.
End of Season Payment and Reconciliation:

TO PAY	EDP:	\$6,286.54
TO PAY	Cargo time and O.T. in Excess:	\$638.36 less September payment of \$469.46 = \$168.90
NOTE	For 142 day contract Employees:	The annual EDP is \$5,649.93

SUPPLEMENTAL AGREEMENT

East Coast Vessels

2.01 Scope

This agreement shall cover all Licensed Personnel of the Company, except those covered by the Mackenzie Watershed certification, employed in the Halifax operations and working on board all vessels owned and operated, and/or bareboat chartered by the Company.

4.08 Hiring Hall

The Company shall remit a sum of fifty-eight dollars (\$58.00) per month for each month or part thereof that the Officer is in the employ of the Company to the Guild for the purpose of maintaining a Hiring Hall.

ARTICLE 15

Hours of Work and Overtime

- a) The start and end to the workday is 0:01 to 24:00 hours.
- b) The normal work week while on a continuous vessel will be – seven (7) days @ twelve (12) hours per day for a total of eighty-four (84) hour per week.
- c) The hours of work for Officers on continuous operating vessels shall be the two (2) watch system of six (6) hours on and six (6) hours off, commencing at the beginning of the calendar day. Notwithstanding the above, Masters may be non-Watchkeepers where the Deck Officer complement includes two (2) Mates, and likewise, Chief Engineers may be non-Watchkeepers where the engine room complement includes a Second (2nd) and Third (3rd) Engineer.
- d) When a vessel is tied up away from home port, watches may be broken at the discretion of the Master on Unlimited and Near Coastal Voyages Class 1 and 2.
- e) Officers will be credited with one point one three (1.13) corresponding paid leave days for every sea day worked. (lay day factor 1.13)
i.e.: Sea day base rate, total pay one hundred dollars (\$100.00) lay day pay one hundred thirteen dollars (\$113.00)
- f) Officers will work no more than a forty (40) day rotation basis whenever possible. The Company will notify the Guild in writing in all cases where they choose to employ a rotation of less than forty (40) days.
- g) The above mentioned shall not apply when a vessel does not enter a Canadian port within forty (40) days of commencing a voyage. In such instances, the Company will grant leave to the crew when the vessel reaches port for the first time after the forty-five (45) lay day limit has been exceeded. Regardless of the ports of jurisdiction or geographic location.
i.e.: forty (40) sea days @ one point one three (1.13) = forty-five point two (45.2) lay days – Leave must be arranged and taken when reaching first port.

- h) All work will be dispatched according to seniority standing, qualifications and availability. No officer will be dispatched for a second rotation before all other permanent officers in the same classification have been dispatched once.
- i) Officers who are returning from bona fide illness or injury will be returned to the dispatch rotation according to their seniority, qualifications and availability.
- j) Overtime will be paid at the rate of time and one half for all work performed in excess of twelve (12) hours per day or eight-four (84) hours per week. The Basic hourly rate is calculated by dividing the daily rate by twelve (12).

ARTICLE 18

Statutory Holidays

18.05 All pay and leave earned for statutory holidays shall be shown as separate items on payroll statements.

All Officers will be given the following paid statutory holidays when the Officer has received wages from the Company in at least fifteen (15) of the last thirty (30) days preceding the stat holiday.

New Year's Day	Good Friday	Easter Monday
Victoria Day	Canada Day	August Civic Holiday
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

Any statutory holiday proclaimed by the Federal Government shall be recognized upon proclamation and included as a paid statutory holiday.

ARTICLE 22

Vacation Pay

22.01 In addition to the rates of pay referred to in Schedule "C", Officers shall receive vacation pay, computed on the basis of annual gross earnings at the following rates:

- a) four per cent (4%) of gross wages for the first two (2) years of service.
- b) six per cent (6%) of gross wages for the third (3rd) and fourth (4th) year of service.
- c) eight per cent (8%) of gross wages for the fifth (5th) and subsequent years up to an including the tenth (10th) year of service.
- d) ten per cent (10%) of gross wages for the eleventh (11th) and subsequent years of service up to an including the twenty-first (21st) years of service.
- e) twelve per cent (12%) of gross wages for the twenty-second (22nd) and subsequent season of service.
- f) fourteen per cent (14%) of gross wages for the thirtieth (30th) and subsequent years of service.

22.02 An Officer attaining permanent status with the Company shall receive one (1) year vacation pay credit for the prior one hundred twenty (120) day accumulation period.

ARTICLE 30

Protective Clothing

30.08 The Company will supply a survival suit for each crew member assigned to work on the Alex Gordon and Jim Kilabuk and all other vessels covered by Article 2.01 of the Supplemental Agreement.

ARTICLE 33

Benefits

NTCL will provide the same benefit coverage to Officers covered under the supplemental agreement (east coast vessels) as to other Officers who work out of Hay River.

APPENDIX "C"
Pay Rates for Officers Covered by the Supplemental Agreement
East Coast Vessels

Effective January 1, 2012 to December 31, 2012 – 2% Increase

JIM KILABUK / ALEX GORDON

Position	Daily Basic	Pay for Leave at 1.13 Lay Days	Sea Day Worked	Rate Per Hour
Captain	\$592.03	\$314.08	\$277.95	\$49.34
First Mate	\$488.60	\$259.21	\$229.39	\$40.72
Second Mate	\$397.72	\$211.00	\$186.72	\$33.14
Chief Engineer	\$568.16	\$301.42	\$266.74	\$47.35
Second Engineer	\$488.78	\$259.31	\$229.47	\$40.73
Third Engineer	\$349.64	\$185.49	\$164.15	\$29.14

KEEWATIN

Position	Daily Basic	Pay for Leave at 1.13 Lay Days	Sea Day Worked	Rate Per Hour
Captain	\$536.32	\$284.53	\$251.79	\$44.69
First Mate	\$458.92	\$243.47	\$215.45	\$38.24
Second Mate (2nd Yr)	\$395.96	\$210.07	\$185.90	\$33.00
Second Mate (1st Yr)	\$382.87	\$203.12	\$179.75	\$31.91
Chief Engineer	\$521.67	\$276.76	\$244.91	\$43.47
Second Engineer	\$458.92	\$243.47	\$215.45	\$38.24
Third Engineer	\$349.64	\$185.49	\$164.15	\$29.14

APPENDIX "C"
Pay Rates for Officers Covered by the Supplemental Agreement
East Coast Vessels

Effective January 1, 2013 to December 31, 2013 – 2% Increase

JIM KILABUK / ALEX GORDON				
Position	Daily Basic	Pay for Leave at 1.13 Lay Days	Sea Day Worked	Rate Per Hour
Captain	\$603.87	\$320.36	\$283.50	\$50.32
First Mate	\$498.37	\$264.40	\$233.98	\$41.53
Second Mate	\$405.67	\$215.22	\$190.46	\$33.81
Chief Engineer	\$579.52	\$307.45	\$272.07	\$48.29
Second Engineer	\$498.56	\$264.50	\$234.06	\$41.55
Third Engineer	\$356.63	\$189.20	\$167.43	\$29.72

KEEWATIN				
Position	Daily Basic	Pay for Leave at 1.13 Lay Days	Sea Day Worked	Rate Per Hour
Captain	\$547.04	\$290.22	\$256.83	\$45.59
First Mate	\$468.10	\$248.33	\$219.76	\$39.01
Second Mate (2nd Yr)	\$403.88	\$214.27	\$189.62	\$33.66
Second Mate (1st Yr)	\$390.52	\$207.18	\$183.34	\$32.54
Chief Engineer	\$532.10	\$282.29	\$249.81	\$44.34
Second Engineer	\$468.10	\$248.33	\$219.76	\$39.01
Third Engineer	\$356.63	\$189.20	\$167.43	\$29.72

APPENDIX "C"
Pay Rates for Officers Covered by the Supplemental Agreement
East Coast Vessels

Effective January 1, 2014 to December 31, 2014 – 2% Increase

JIM KILABUK / ALEX GORDON				
Position	Daily Basic	Pay for Leave at 1.13 Lay Days	Sea Day Worked	Rate Per Hour
Captain	\$615.95	\$326.77	\$289.17	\$51.33
First Mate	\$508.34	\$269.68	\$238.66	\$42.36
Second Mate	\$413.79	\$219.52	\$194.26	\$34.48
Chief Engineer	\$591.11	\$313.60	\$277.52	\$49.26
Second Engineer	\$508.53	\$269.79	\$238.75	\$42.38
Third Engineer	\$363.76	\$192.98	\$170.78	\$30.31

KEEWATIN				
Position	Daily Basic	Pay for Leave at 1.13 Lay Days	Sea Day Worked	Rate Per Hour
Captain	\$557.98	\$296.02	\$261.96	\$46.50
First Mate	\$477.46	\$253.30	\$224.16	\$39.79
Second Mate (2nd Yr)	\$411.96	\$218.55	\$193.41	\$34.33
Second Mate (1st Yr)	\$398.34	\$211.32	\$187.01	\$33.19
Chief Engineer	\$542.74	\$287.94	\$254.81	\$45.23
Second Engineer	\$477.46	\$253.30	\$224.16	\$39.79
Third Engineer	\$363.76	\$192.98	\$170.78	\$30.31

COLLECTIVE AGREEMENT

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