



Collective Agreement

Between

UPPER LAKES GROUP

hereinafter referred to as

"THE COMPANY"

AND

**CANADIAN MERCHANT SERVICE GUILD
(DECK OFFICERS)**

hereinafter referred to as

"THE GUILD"

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INDEX

1.	INTERPRETATION AND AMENDMENT	Page - 1
2.	PURPOSE OF AGREEMENT	Page - 2
3.	RECOGNITION	Page - 2
4.	UNION SECURITY	Page - 3
5.	BOARDING OF VESSELS	Page - 4
6.	DEDUCTION OF DUES	Page - 5
7.	HOURS OF WORK	Page - 6
8.	OVERTIME	Page - 7
9.	HOLIDAYS	Page - 8
10.	VACATION PAY	Page - 8
11.	LEAVE OF ABSENCE	Page - 9
12.	COMPANY BUSINESS	Page - 10
13.	ACCUMULATED LEAVE	Page - 11
14.	WAGES	Page - 12
15.	TRANSFER EXPENSES	Page - 13
16.	TRANSPORTATION, MEALS & ROOM ALLOWANCE ..	Page - 13
17.	PREMIUM PAY	Page - 14
18.	SCHOOL PLAN	Page - 14
19.	APPRENTICE OR CADET	Page - 15
20.	MEDICAL EXAMINATION	Page - 15
21.	SICK LEAVE AND COMPASSIONATE LEAVE	Page - 15
22.	ACCOMMODATION	Page - 16
23.	MARINE DISASTER	Page - 17
24.	SAFETY REGULATIONS	Page - 17
25.	SENIORITY	Page - 18

26.	OFFICERS' DUTIES	Page - 23
27.	DISMISSAL	Page - 23
28.	GRIEVANCE PROCEDURE	Page - 24
29.	ARBITRATION	Page - 25
30.	STRIKES AND LOCKOUTS	Page - 26
31.	ESTABLISHED CUSTOMS	Page - 26
32.	CLAUSE PARAMOUNT	Page - 27
33.	FAMILY SECURITY PLAN	Page - 27
34.	PENSION PLAN	Page - 28
35.	PROFICIENCY PAY	Page - 28
36.	S.U.B. PLAN	Page - 29
37.	TRANSPORTATION IN CASE OF ACCIDENT OR ILLNESS	Page - 29
38.	NOTICES	Page - 29
39.	RETROACTIVITY	Page - 30
40.	LAUNCH SERVICE	Page - 30
41.	HIRING SERVICE	Page - 30
42.	OFFICER FILES	Page - 30
43.	LEGAL DEFENCE INSURANCE	Page - 31
44.	SUCCESSOR RIGHTS AND OBLIGATIONS	Page - 31
45.	LEGAL FEES	Page - 31
46.	NEGOTIATING COMMITTEE	Page - 31
47.	LABOUR MANAGEMENT COMMITTEE	Page - 31
48.	CLOTHING ALLOWANCE	Page - 32
49.	DURATION OF AGREEMENT	Page - 33
50.	LETTER OF UNDERSTANDINGS	Page - 33

I - INTERPRETATION AND AMENDMENT

1.1 This Agreement may be amended at any time by mutual agreement of the parties hereto.

1.2 A party proposing an amendment shall submit a written draft of the suggested amendment to each party to the agreement along with a notice in writing of the suggested time and place of a joint meeting to discuss the proposal.

1.3 A party proposing an amendment under the foregoing provision shall give each of the other parties at least seven (7) clear days' notice of the meeting to discuss the proposed amendment.

1.4 Before any amendment to this Agreement becomes operative it shall be reduced to writing, it shall state the effective date of the amended provision and it shall be executed in the same manner as this agreement.

1.5 In this agreement, unless the contrary intention appears,

- (a) words importing male persons include female persons and corporation;
- (b) words in the singular include the plural, and words in the plural include the singular;
- (c) where a number of days expressed to be "clear days" is prescribed both the first day and the last day shall be excluded;
- (d) reference to and numbering of divisions of this agreement shall be made as follows:
 - 1. section
 - 1.1 subsection
 - (a) paragraph
 - (i) subparagraph

1.6 In this Agreement, unless the context otherwise requires,

- (a) "Company" includes any Employer or employer corporation that is signatory to this Agreement;
- (b) "department" means deck department;

- (c) "former Officer" means an Officer who is not presently employed by the Company but whose name has been retained on the seniority list referred to in the agreement;
- (d) "Guild" means the Canadian Merchant Service Guild;
- (e) "navigation year" means the period from the date in any one calendar year upon which the Deck Department of a vessel of a Company commences Spring fit-out on the first Company vessel fitted-out up to the date in that or the succeeding calendar year upon which the Deck Department of a vessel of the Company completes the Winter lay-up of the last Company vessel laid-up;
- (f) "Officer" means certificated First Mate, Second Mate and Third Mate who is employed by the Company;
- (g) "vessel" or "Company vessel" means a vessel owned and operated by the Company or operated by the Company under bareboat charter.

2. PURPOSE OF AGREEMENT

2.1 The general purpose of this Agreement is to ensure that the Company, the Guild and the Officers employed by the Company may have the full benefits of orderly and legal collective bargaining and to provide, to the fullest extent possible, for the safety and physical welfare of the Officers, for economy of operation, for a high standard of service and for protection of property.

2.2 It is recognized by this Agreement to be the duty of the Company, the Guild, and the Officers to cooperate fully, individually and collectively, for the advancement of the above conditions.

During the life of this Agreement, when in the opinion of the Guild, matters of mutual interest arise that require discussion with an individual Company, the Guild may make arrangements to meet with the Company. Whenever possible, the topics for discussion will be identified prior to the meeting.

3. RECOGNITION

3.1 The Company recognizes the Guild as the sole bargaining agent for **all** Officers employed on vessels owned, operated or under bareboat charter, or otherwise effectively controlled by the Company either directly or indirectly.

3.2 When an assistant to the Master is appointed, he/**she** shall be supernumerary, and his/**her** duties shall be to assist the Master. He/**She** shall not take over any of the regular duties of an Officer unless the Guild upon request cannot supply a competent replacement. Such supernumerary shall be a member of the Guild.

4. UNION SECURITY

4.1 The Company will ensure to employ only members in good standing of the Guild, in accordance with its' Constitution, Rules and Regulations. Such members shall, as a condition of employment, maintain their membership in the Guild for the duration of this Collective Agreement.

4.2 An Officer is deemed to be a member in good standing of the Guild until the Guild determines that the Officer is not in good standing pursuant to the Guilds' Constitution, Rules and Regulations and until the Guild gives notice in writing to the Company that the Officer is not in good standing.

4.3 The Guild shall indemnify the Company, its' vessels, Officers, servants and agents and hold it or any of them harmless against any and all suits, claims, demands and liabilities that arise out of or by reason of any action taken by it, them or any of them for the purpose of complying with the foregoing provisions of this section or that arise out of or by any reason of reliance by it, them or any of them on any list or notice furnished to the Company by the Guild pursuant to the provisions of this section.

4.4 Any person not a member in good standing of the Guild and promoted as an Officer, shall acquire membership in the Guild before acting as an Officer and maintain that membership for the duration of this Agreement. If necessary and upon written request of the Officer by telegram, fax or otherwise, a maximum delay of thirty **(30)** days of employment can be obtained from the Head Office or sub-office, in order to make arrangements with the Guild.

4.5 (i) The Company recognizes the Guild as the source of employment for all Officers covered by this Collective Agreement and will make all requests for personnel from the Office or sub-office of the Guild, as required in this Agreement. Such requests shall be confirmed in writing or fax and shall specify whether the job is permanent or relief and the rating required.

(ii) The actual selection and hiring of a Deck Officer shall be at the discretion of the Company's office representative or the Master. Deck Officers who are not accepted must be supplied with the reason in writing at the time of rejection with a copy to the Union and same subject to the grievance procedure.

(iii) Unlicensed employees with two (2) years of service who are promoted by the Company from outside the bargaining unit to a licensed rating shall be exempt from the provisions of this clause.

4.6 In the event the Guild cannot fulfill the request of personnel from the Company or where such employee is not available within forty-eight (**48**) hours from the time of the initial request from the Company, then the Company or its' representative shall be free to use any qualified person on a temporary basis, but shall inform the Guild in writing of the conditions of employment of such person and upon due notice of the Guild that members are available to fulfill the job request, shall immediately make arrangements to employ the member of the Guild in replacement of the temporary person hired previously.

4.7 (i) When a member is dispatched to a ship upon the Company's request, and is refused by the Master, the Officer must be supplied the reason in writing at the time of the rejection. The reason supplied can then become subject to the grievance procedure. Such member shall be paid reasonable transportation to and from the vessel, plus eight (8) hours pay at hisb/**her** basic hourly rate.

(ii) If a ship is delayed in transit and the Deck Officer must stay overnight waiting for the vessel, the Company agrees to pay reasonable living expenses supported by receipts until the arrival of the vessel or until the call is cancelled, and his/**her** basic hourly rate will be paid from the date on which he/**she** was to report for duty.

(iii) The Company shall not be required to discharge any employee under the provisions of this Article, unless and until a replacement to the Company is made available.

4.8 The Guild agrees that membership in the Guild of an Officer shall not be denied, suspended or terminated for any reason other than in accordance with the Constitution, Rules and Regulations of the Guild.

4.9 When an Officer joins a vessel, the Company shall, as a condition of employment, deduct the monthly dues and/or initiation fees as required or requested by the C.M.S.G. The amount(s) so deducted will only be changed during this Agreement to conform with changes in the amount of the regular dues or fees of the Guild in accordance with its' Constitution and By-Laws.

5. BOARDING OF VESSELS

5.1 The Company shall issue boarding passes to authorized representatives of the Guild enabling those representatives to board Company vessels to consult with the Officers aboard in respect to Guild business.

5.2 The Guild shall submit to the Company the name, address and office of each authorized representative of the Guild for whom the Guild seeks a boarding pass.

5.3 In addition to consulting with Guild members aboard a vessel, the Guild representative(s) may discuss with the Master any dispute or grievance, but the Guild representative(s) shall not interfere in any way with the operation of a Company vessel.

5.4 As a condition precedent to his receiving a boarding pass each Guild representative shall execute and deliver to the Company a general form of release absolving the Company from all liability for any injury to property, loss of life or personal injury sustained by him while boarding or while aboard a Company vessel or while in or about any property owned by or under the control of the Company.

6. DEDUCTION OF DUES

6.1 The Company shall deduct from the monthly wages of each Officer in its' employ, covered by this Agreement, the monthly amount of dues as advised annually by the Guild in registered letter form indicating the months in which deduction are to begin and cease.

6.2 The Company shall also deduct, on receipt of a billing list from the Guild, initiation fees and dues owing from the wages of the Officer concerned.

6.3 The Company shall forward to the Guild, within thirty (30) days of actual deductions from an Officer's salary, all the deductions referred to in this section, together with a statement in duplicate, setting out with respect to each Officer, the Officer's name and Social Insurance number, the amount to be credited to him/**her**, and the payroll period in respect to which the deductions were made.

6.4 Failure by the Company to remit their contributions and deductions to the Guild for dues deductions and hiring hall, to the Pension Plan and the Family Security Plan and such, by the thirtieth (30th) of the following month that deductions are made or contributions due, such failure shall incur a penalty of fifty dollars (\$50.00) per day for each day delay until such time deductions or contributions are made. The postmark on the envelope shall be the determining factor. Such penalty shall be paid to the C.M.S.G. Hiring Hall.

7. HOURS OF WORK

7.1 In this Agreement "day" means a twenty-four (24) hour day commencing at 0000 hours one day and ending at 2400 hours on the same day.

7.2 In this Agreement, "day work" means work done by an Officer between 06:00 hours and 20:00 hours in any one day during the navigation season on a vessel on which watches have been broken up in order to permit one (1) or more Officers to work exclusively during the day.

On ships that employ an additional mate or that are employing an additional mate for training purposes "day work" hours will be from 0000 to 2400 hours.

Such day work will consist of eight (8) consecutive hours during these hours, exclusive of meal periods.

7.3 The normal daily working hours during the navigation season shall be on the three (3) watch system of four (4) hours on watch and eight hours (8) hours off watch, making a total of eight (8) hours worked during any one (1) day, and any other hours worked during that day shall be considered as overtime hours.

7.4 The normal daily working hours during fit-out and lay-up shall be a total of eight (8) consecutive hours, exclusive of meal periods, between 06:00 hours and 20:00 hours of any one (1) day, and other hours worked during that day shall be considered as overtime hours.

7.5 When an Officer is requested by the Master to remain on board in port, while off watch he/she shall be paid for the stand-by time as though he/she had worked.

7.6 The normal work week shall be five (5) days of eight (8) hours, each Monday through Friday inclusive.

7.7 When a vessel is in port alongside or at anchor waiting to work cargo, watches will not be broken. When a ship is in dry dock, or undergoing repairs **or when an extended loading or unloading period that is reasonably anticipated to be forty-eight (48) hours or longer exists**, watches may be broken providing there is no **loss** of monthly basic pay.

7.8 Should an Officer on a Lake Carrier be laid off for less than five (5) consecutive days during the navigation year and the vessel is put back into service, he/she shall not suffer any **loss** in basic pay because of such lay-off.

7.9 When an Officer has to stand 6/6 for any reason, the watches shall be set as follows:

0000 - 0630	0630 - 1200
1200 - 1730	1730 - 2400

8. OVERTIME

8.1 If an Officer works in excess of his normal daily working hours either during fit-out, the navigation season, or lay-up, he/**she** shall be paid for each hour of overtime at the appropriate overtime rate.

8.2 An Officer who works on Saturday shall be paid for each hour worked at time and one-half (1/2) for the first eight (8) hours and at the double time (2) hourly rate for each hour worked in excess of eight (8) hours. An Officer who works on a Sunday shall be paid for each hour worked at double time (2) for the first eight (8) hours worked and at the double time and one-half (2 1/2) the hourly rate for each hour worked in excess of eight (8) hours.

8.3 If an Officer works on a Saturday or a Sunday, during the period of fit-out or lay-up, he/**she** shall be paid for each hour worked during those days at twice the basic rate as defined in section fourteen (14) of this Agreement.

8.4 The overtime rate shall be paid for overtime worked and time off shall not be granted in lieu of overtime pay.

8.5 When an Officer is performing overtime work which ceases before the expiration of one (1) hour, he/**she** shall be credited with one (1) full hour of overtime work.

8.6 After an Officer has completed one (1) hour of overtime work, he/**she** shall be credited with one (1) full half-hour of overtime work for each half-hour or fractional half-hour of additional overtime work he/**she** performs.

8.7 In the event an Officer is relieved while performing overtime work, and is then recalled to duty which shall include his/**her** regular watch within two (2) hours after being relieved, he/**she** shall be paid at the appropriate overtime rate for the time elapsed between his/**her** relief and his recall.

8.8 Where an Officer is requested to relieve for meals in port, he/**she** shall receive one (1) hour's overtime. If an Officer does not receive one half (1/2) hour for meals, he/**she** shall be paid one (1) hour's overtime at the overtime rate.

8.9 In cases of fire and emergency drills and for convening safety meetings, the Master shall request such drills and safety meetings only during daylight hours in any one (1) calendar day for which no overtime shall be paid for such drills and meetings.

9. HOLIDAYS

9.1 In this Agreement the term "Holidays" includes: New Year's Day, January 2nd, Good Friday, Easter Monday, Victoria Day, First Monday in June, Canada Day, First Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

9.2 If a holiday falls on a Saturday and or Sunday, the following Monday and/or Tuesday will be observed as a holiday.

9.3 Where an Officer employed by the Company does not work on a holiday, he/**she** shall be paid his usual wage for that day, at his/**her** basic hourly rate.

9.4 If any such holiday falls during an Officer's vacation, he/**she** shall receive one (1) additional day's pay on the first day following his/**her** return to work, at his/**her** basic hourly rate.

9.5 Where an Officer employed by the Company does work on a holiday, he/**she** shall be paid for each hour worked during the holiday at the double time and one-half rate (2 ½) per hour as defined in Section 14.

10. VACATION PAY

10.1 An Officer having completed less than one (1) full season of service with an Employer shall receive vacation pay monthly equal to four percent (4%) of his/**her** gross wages earned during the then current month with the said Employer up to the time of said pay-off.

10.2 An Officer having completed one (1) and less than five (5) full consecutive seasons of service with the employer shall receive vacation pay monthly equal to five percent (5%) of his gross wages earned during the then current month with the employer.

10.3 An Officer having completed five (5) and less than ten (10) full completed seasons of service with the employer shall receive vacation pay monthly equal to seven percent (7%) of his/**her** gross wages earned during the then current month with the employer.

10.4 An Officer having completed ten (10) or more full consecutive seasons of service with the employer shall receive vacation pay monthly equal to nine percent (9%) of his/**her** gross wages earned during the then current month with the employer.

10.5 The right of an Officer to receive vacation pay pursuant to subsections 10.2, 10.3 and 10.4 above shall not be affected in any way where such Officer is absent from his employment for reason satisfactory to the Master.

10.6 The Company shall pay all accumulated vacation pay to an Officer monthly.

10.7 When an employee is promoted from an unlicensed position, he/she shall maintain his/her seniority right for vacation pay purposes only.

11. LEAVE OF ABSENCE

11.1 If an Officer has obtained the prior approval of the Master of his/her vessel or of the Company, and if a satisfactory replacement is found or some other satisfactory arrangement is made an Officer may receive a leave of absence from his/her employment, without pay, without loss of seniority or any other rights acquired by him/her under the provisions of this Agreement. Such Leave is to be requested in writing to the Human Resources Department a minimum of two (2) weeks prior to the proposed commencement of Leave.

11.2 In the event an Officer is elected or appointed to work in an official capacity for the Guild,

- (a) if the Officer requests a leave of absence in writing, and
- (b) if the Guild approves of the Officer's request, the Company shall grant the Officer a leave of absence without pay of not more than three (3) years to work in that capacity, and, if the Company consents, the leave of absence may be extended.

11.3 (a) In the event an Officer has been elected or appointed to attend a Guild Convention or to carry out other business of the Guild, if the Officer gives fifteen (15) clear days notice to the Company and if satisfactory replacement is found, the Company shall, for this purpose, grant leave of absence without pay to the Officer.

- (b) When the Guild reports to the Company that the Officer is ready to return to work after completing the Guild business, he shall be entitled to return to his vessel at the earliest convenient date.

11.4 An Officer may request parental leave in compliance with existing Federal legislation. Such leave may be divided into two (2) separate Leave periods provided such request for Leave is submitted upon the initial application for Parental Leave.

11.5 An Officer with three (3) or more years of seniority shall be granted a Leave of Absence upon submitting a request to the company fifteen (15) days prior to the date such Leave is to commence.

Such Leave of Absence shall be granted on the condition that the Officer does not use this Leave period to obtain employment with another company that is in direct competition with Upper Lakes Group.

Such Officer shall not suffer a **loss of** seniority **or** other rights acquired **by him/her** under the provisions **of** the collective agreement.

12. COMPANY BUSINESS

12.1 Where for any reason an Officer is required to be absent from **his/her** employment in order to attend to Company business and without limiting the generality of the foregoing, where an Officer is required by the Company to attend at:

- (a) any inquiry concerning the Company or its' vessels at any inquiry pursuant to the Canada Shipping Act or any other statute,
- (b) any court hearing, or
- (c) any hearing before a Labour Relations Board, a Conciliation Board or any administrative tribunal,

the Company shall pay the Officer **his/her** regular pay, leave credits, pension plan contributions and family welfare plan contributions, for the period when **he/she** is so absent.

12.2 In addition to paying an Officer's basic hourly pay while **he/she** is absent from **his/her** employment on Company business, the Company shall pay or reimburse **him/her** for all expenses incurred by **him/her** for the purpose of carrying out the Company's business upon production by the Officer of acceptable receipts or vouchers as evidence of those expenses.

12.3 If the Company requires an employment interview or requires the attendance of an officer for any other kind of meeting at the Company's office or at another locale, the officer shall be paid expenses for travel, accommodation and meals.

Officers will be given at least seven (7) days notice of such meeting and will be informed of the nature of the meeting and who will be present at the meeting on behalf of the Company.

13. ACCUMULATED LEAVE

13.1 Subject to the conditions and exceptions stated in this section, each Deck Officer shall be entitled to take leave from the vessel on which **he/she** works, the leave to be calculated as equivalent to three (3) days leave for each six (6) days worked of eight (8) hours per day.

13.2 Accumulated leave will not be granted for periods of less than fourteen (14) days without mutual consent.

13.3 (i) When a Deck Officer has compiled fourteen (14) days or more of leave, provided he/**she** has made his request in writing fifteen (15) days in advance, he/**she** shall be granted a minimum of fourteen (14) days leave. However, all such time shall be completed before the first day of December with the exception of vessels that are scheduled to operate beyond January 10th of the following year.

(ii) Both the Guild and all Officers who are scheduled to operate beyond January 10th of the following year shall be notified of such work schedule by not later than November 15th of the prior year.

All Officers who receive this notification shall be granted upon request a minimum of fifteen (15) days of leave after December 1st and providing that suitable relief is available.

Officers on this extended winter work schedule will be given the option of requesting not to work this schedule and to be sent home or if they request leave and it is granted, of returning to their vessel to complete it's schedule ~~of~~ work.

Only one (1) Officer per vessel shall be granted such Leave based on their company seniority ranking aboard the particular vessel they are employed on.

13.4 A Deck Officer shall not be compelled to take time off from his/**her** ship or be prevented from doing so.

13.5 (a) Subject to prior approval of the Master and availability of suitable relief, a maximum of two (2) Officers may be permitted to take leave at one time. Leave shall be granted on the basis of rank on the vessel on which the Deck Officer (s) is employed, unless otherwise mutually agreed upon amongst the Deck Officers involved.

(b) Between the 15th of June to the 15th of September, Deck Officers will not be permitted scheduled time off for more than thirty (30) days unless mutually agreed amongst the Officers concerned.

13.6 In the event an Officer is recalled to work prior to the expiration of such time off, and the Officer agrees, he/**she** shall be paid at the regular hourly rate for all work performed between the time of recall and the time his/**her** time off would normally have expired as per notification. If he/**she** is compelled by the Company to return to work he/**she** shall be paid at the overtime rate for all work performed between the time of recall and the time his/**her** scheduled time off would have expired.

13.7 All Officers employed by the Company shall be paid reasonable travel expenses between the port of disembarkation and his home in Canada, twice per season, two ways, when taking his scheduled time off without pay. These costs are to include first class surface passage, plus meals and berth or economy air fares or car allowance. Effective June 1, 2004, the car allowance will be forty cents (**\$0.40**) per kilometre where no public transportation is available. All claims for scheduled time off transportation allowance shall be supported by original receipts for the actual funds expended. Effective June 1, 2001 excess baggage charges will be paid when fitting out, laying up and transferring.

14. WAGES

14.1 The rates of pay in effect from June 1, 2004 to May 31, 2007 inclusive are:

	Basic Hourly	Time and One Half	Double Time	Double Time and One Half
1st Mate	\$29.04	\$43.56	\$58.08	\$72.60
2nd Mate	\$26.38	\$39.57	\$52.76	\$69.95
3rd Mate	\$25.45	\$38.18	\$50.90	\$63.63

Note #1. The above figures represent a **two** and one half percent (**2 1/2%**) increase.

Effective June 1, 2005 the existing base rates shall be increased by two and one half percent (**2 1/2%**) or the Cost of Living Index covering the previous twelve (**12**) month period ending May 31, whichever is greater.

Effective June 1, 2006 the existing base rates shall be increased by two and one half percent (**2 1/2%**) or the Cost of Living Index covering the previous twelve (**12**) month period ending May 31, whichever is greater.

14.2 All officers shall be entitled to a mid-month draw of up to fifteen (15) days basic pay less deductions on the sixteenth (16th) day, transmitted electronically. Schedules shall be updated each year.

14.3 Where an Officer has worked less than fifteen (15) days, the mid month draw will be calculated on a daily basis.

14.4 All pay slips shall be placed in sealed envelopes.

15. TRANSFER EXPENSES

15.1 In the event that an Officer is transferred by the Company from one vessel to another vessel of the Company, the Company shall continue to pay the Officer his/her regular pay, pension plan contributions and family welfare plan contributions during the time period reasonably necessary to enable him/her to make his/her transfer.

15.2 The Company shall pay for or indemnify the Officer for all reasonable expenses incurred by him/her in transferring from one vessel of the Company to another vessel of the Company, upon production by the Officer of acceptable receipts or vouchers as evidence of those expenses. These costs are to include first class rail passage, economy air fare, taxi or two way car allowance, where public transportation is not available and the necessary meals and lodging. Effective June 1, 2004 the car allowance shall be **forty cents (\$0.40)** per kilometre. In addition, the Company shall make a single payment equal to one day's basic pay in the case of each transfer over and above his/her applicable daily rate. However, an Officer shall have the right to refuse any transfer. Effective June 1, 2001 excess baggage charges will be paid when fitting out, laying up and transferring.

16. TRANSPORTATION MEALS AND ROOM ALLOWANCE

16.1 When a Deck Officer has served the Company continuously aboard ship from the time of spring fit-out (or if signed on the vessel after Spring fit-out as a replacement, from the time of such signing on) to completion of lay-up in the Fall, except only periods of justifiable absence from duty, the Company agrees to pay reasonable transportation costs to and from his/her home. These cost are to include first class surface passage or economy air fare or two way car allowance, where public transportation is not available and meals and berth. Effective June 1, 2004 the car allowance shall be **forty cents (\$0.40)** per kilometre. Effective June 1, 2001 excess baggage charges will be paid when fitting out, laying up and transferring.

16.2 Within the first fifteen (15) days after an Officer joins a ship, he/she shall be paid transportation cost upon rendering reasonable receipts for such costs as described in this section. In the case of discharge for cause or leaving the ship for personal reasons, all return travelling costs shall be borne by the Employee.

16.3 During the period of fit-out and lay-up room and meals when not provided aboard his/her vessel are to be paid by the Company upon production by the Officer of acceptable receipts.

16.4 An Officer who is unable to comply with the strict terms of this section by reason only that he/she is justifiably absent from his/her employment other than on Guild business in accordance with the provision of this

Agreement shall nevertheless be entitled to receive from the Company his/**her** transportation, meal and room expenses pursuant to the terms of this section.

16.5 The Company shall not be liable to reimburse the expenses referred to this section of an Officer,

- (a) who is dismissed for cause, or
- (b) who leaves a vessel for any reason not satisfactory to the Company, excepting of course justifiable absence from employment in accordance with the provisions of this Agreement.

16.6 If an Officer is laid off during the navigation season, **he/she** shall be paid transportation costs to his home. When recalled, **he/she** shall be paid transportation costs to the vessel. Such costs comply with 16.1 of this Agreement.

16.7 An Officer shall be given forty-eight (**48**) hours notice prior to joining his/**her** vessel.

17. PREMIUM PAY

17.1 In any calendar year, for every day worked in excess of two hundred and fifty (250) days with the same Company, a bonus of ten percent (**10%**) of the basic daily rate shall be paid for all such additional days worked at the end of the calendar year.

18. SCHOOL PLAN

18.1 An Officer who has completed at least one (1) full navigation season of continuous employment, or has celebrated his/**her** first anniversary with the Company and who succeeds in obtaining a higher certificate shall be entitled to receive from the Company, in respect of time spent, an allowance of three thousand five hundred dollars (\$3,500.00) provided that, after obtaining such certificate, the Officer remains with the Company for ninety days (90) days.

18.2 For the purposes of section 18.1 "full navigation season" includes a season during which an Officer is justifiably absent or laid off.

18.3 If an Officer is required by the Company to attend a course during the navigation year and he accepts, the Company shall pay all costs related to the training course, including two-way transportation. Also, during the period that the said employee is on course, **he/she** shall not suffer any loss in basic hourly pay or benefits as provided by this Agreement.

19. APPRENTICE OR CADET

19.1 An apprentice or a cadet shall not stand watch unless he/**she** is under the direct supervision of a certificated Officer.

20. MEDICAL EXAMINATION

20.1 An Officer's right to employment with a Company shall be conditional upon the Officer being physically fit to perform his/**her** duties as determined by the Transport Canada Standards. The company shall reimburse current employees **to** a maximum of one hundred twenty-five dollars **(\$125.00)** for Transport Canada **medicals**.

20.2 In order to determine whether an Officer is physically fit to perform his/**her** duties a Company may, upon giving reasonable notice to the Officer and upon agreeing to assume all costs incurred, require an Officer to be medically examined by a doctor mutually agreeable to the Officer and the Company.

20.3 When an Officer is employed for the first time by the Company, the Company may require the Officer to be medically examined by a doctor selected by the Company.

21 SICK LEAVE AND COMPASSIONATE LEAVE

21.1 An Officer shall be entitled to receive from the Company a reasonable leave of absence from his/**her** employment with-out pay in the event of either illness or injury to himself/**herself** or a member of his/**her** immediate family, that is: his/**her** wife/**husband**, brother, sister, children, parents, parent-in-law, grandparents and grandchildren.

21.2 After completion of sixty (60) days of continuous employment with the Company, an Officer will be granted compassionate leave when death occurs to a member of his/**her** family, that is his/**her** father, mother, brother, sister and parents-in-law. The Officer granted leave to attend the funeral will be paid at his/**her** normal hourly rate for time lost up to a maximum of ten (10) days. In the case of a wife, husband or child, twenty **(20)** days of leave will be granted with pay at the Officers regular basic rate.

Claims for compassionate leave must be submitted by the Officer in writing to the Master along with proof of bereavement in the Officer's immediate family.

21.3 Sick Leave shall be paid to an Officer if he/**she** leaves his/**her** vessel because of personal illness to a maximum of the first seven (7) days. He/She shall, upon furnishing evidence satisfactory to the Company covering the medical necessity for his/**her** absence, qualify for such paid sick leave at the daily basic rate including fringe benefits.

- (a) For the purpose of this clause an Officer must qualify for weekly indemnity as described under the Guild Family Security Plan.
- (b) Payment shall be made as soon as possible after furnishing satisfactory evidence.

22. ACCOMMODATION

22.1 On new construction, the Company agrees to make every reasonable effort to have single berth cabins for Officers, as well as adequate washroom, toilet and shower facilities. Furthermore, on new constructions, the Company agrees to review and discuss blueprints, as they pertain to this clause, with the Guild, in order that the Guild's opinions and recommendations can be ascertained.

- (a) It is understood that this clause shall only apply to vessels not contracted for at the date of the present agreement.
- (b) Where conditions aboard older lakers require Officers to share sleeping accommodations the Company will, during the winter lay-up, where it is practical and economically feasible, have alterations made to allow each Officer to have his/**her** own cabin.

22.2 On vessels where the Company maintains a three (3) person galley compliment, officers' accommodations services will be maintained with the daily bed making and weekly cleaning and linen change. On vessels where the galley compliment is less than three (3) persons officers, **Officers shall have clean linen, hand towels and sufficient soap for personal and laundry use delivered to their rooms on a weekly basis.**

Each Officer will be paid an allowance of twenty dollars (\$20.00) every two (2) weeks.

22.3 Where practical, air conditioners shall be installed without undue delay and the Company shall be responsible for the maintenance of same.

22.4 On new constructions, the Company agrees to provide single room accommodation furnished with a 3/4 size bed for the convenience of Officers and their wives.

22.5 Where there is an Officer's lounge or an Officer's dining room, the Company agrees to make a colour T.V. set and a video (VHS) available and to bear the cost of normal maintenance. This clause will not take effect if there is a central VHS system aboard the vessel.

23. MARINE DISASTER

23.1 An Officer who, while employed by the Company, suffers loss of clothing or other personal effects of any kind because of marine disasters or shipwreck, shall be compensated by the Company for such **loss**, up to a maximum of three thousand five hundred dollars (\$3,500.00) effective date of ratification.

23.2 An Officer or his/**her** estate making a claim under this section shall submit reasonable proof to the Company of the actual loss he/**she** suffered.

23.3 Any dispute between an Officer and a Company with respect to a claim made under subsection 23.1 shall be subject to the grievance and arbitration procedures set forth in this agreement.

23.4 The Company agrees to provide immersion suits that conform with standards prescribed by M.O.T. to Officers of all vessels. It is understood that each Officer will be fully responsible and accountable for this suit at all times.

23.5 The Company agrees to comply with smoke, fire and gas detectors covered by M.O.T. regulations in the most expeditious manner.

24. SAFETY REGULATIONS

24.1 All safety regulations for the safety of the vessel, the crew or passengers;

- (a) which the Company now has in force,
- (b) which the Company may bring into force during the term if this agreement,
- (c) which are promulgated by Ministry of Transport,

shall after they have been brought to the attention of the Officers, be strictly adhered to by each Officer.

24.2 No animals or pets to be allowed on board.

25. SENIORITY

25.1 In case of promotion, demotion, transfer, lay-off and recall after lay-off, the most senior employee with sufficient qualifications shall be entitled to preference where ability and physical fitness are equal.

25.2 All Officers shall be separated into four **(4)** classifications of First Mate, Second Mate, Third Mate and Relieving Mate, and as between two Officers:

- (a) within different classifications the Officers in the higher wage classification is deemed to be the senior Officer, or
- (b) within the same classification the Officer with the greater length of continuous service in that classification is deemed to be the senior Officer, or
- (c) with the same length of service within one classification the Officer with the greater length of service with the Company as an Officer is deemed to be the senior Officer.
- (d) An Officer who has served as First Mate for ninety (90) days in a single navigation season shall be placed on a Relief First Mates list. The initial list will be made up from those Officers who have relieved as first mate but are not currently on First Mate's seniority list. Officer's names will be added to the list in the order in which they began to relieve as first mate.

Once on the list, **Officers** will remain on the First Mate's Relief list provided they accumulate one hundred eighty days (180) days service as First Mate in the previous two (2) years.

Future promotions to the permanent first mates list will be done through the provisions of Article 15.1

25.3 The seniority of an Officer in any classification shall count from the date of permanent employment in that classification and seniority shall be maintained and accumulated while the Officer is absent from employment:

- (a) due to lay-off;
- (b) due to sickness;
- (c) pursuant to an authorized leave of absence;
- (d) due to Company business;
- (e) due to Guild business, or
- (9)** in order to serve in Canada's armed forces.

25.4 An Officer shall lose his/**her** seniority standing and shall have his/**her** name removed from all seniority lists in any one of the following cases;

- (a) where the Officer voluntarily quits;
- (b) where the Officer is discharged for cause;
- (c) where the Officer is laid off and fails to return to work within fifteen (15) days after the Company has delivered written notice to him/**her** and to the Guild by prepaid registered post advising him/**her** to return to work;
- (d) where an Officer has been laid off because of lack of work for a continuous period of more than two (2) years.
- (e) An Officer who is laid off in accordance with Article 25.4 (d) shall be entitled to severance benefits calculated on their basic daily rate of pay. For each full navigational year of service, an Officer shall receive five (5) days pay at their basic daily rate.

25.5 The Company shall by February 15th prepare and forward to the Guild and to each officer employed by the Company written notice of his/**her** appointment and a seniority list divided into three (3) classifications of First Mate, Second Mate and Third Mate setting forth with respect to each Officer concerned:

- (a) his/**her** name;
- (b) his/**her** seniority number;
- (c) the nature of his/**her** certification;
- (d) the date when he/**she** was first permanently employed by the Company in his/**her** present classification and
- (e) the date when he/**she** was first employed by the Company, (except that where a ship is added to the Company fleet, the Company may send notice of appointment to that ship later than March 1st).

25.6 In case an Officer has an objection to the seniority list, he/**she** shall advise the Company and the Guild at the earliest practicable time, and in any event the Guild shall on or before April 1st, in each year advise the Company in writing either;

- (a) that the seniority list correctly sets forth the seniority and other matters pertaining to each Officer or

- (b) that the seniority list does not correctly set forth such seniority and the particulars of any objection thereto.

25.7 If the Officer or the Officer acting through the Guild gives notice to the Company pursuant to subsection 25.6(b) that he/**she** objects to the seniority list the issue shall be proceeded with in the following manner:

- (a) within seven (7) days after receipt of the said notice representatives of the Company and the Guild shall meet for the purpose of resolving the objections to the seniority list and
- (b) if the parties cannot resolve the dispute pursuant to the foregoing subsection, it shall be determined in accordance with the arbitration procedures set forth in this agreement.

25.8 Where the seniority list is agreed to or settled as correct the seniority list shall, in any year, be binding upon the parties and each Officer until the following seniority list is issued.

25.9 Promotion of an Officer to fill a vacancy on a Company vessel shall be subject to the following conditions:

- (a) If the senior Officer employed by the Company in the classification fulfills the conditions of subsection 25.1 he/**she** shall be promoted to fill that vacancy.
- (b) If the senior Officer in the classification refuses promotion, his/**her** refusal shall not affect his/**her** seniority unless and until he/**her** again refuses promotion to fill another vacancy, in which event his/**her** seniority status shall revert to the bottom of that section of the seniority list relating to his/**her** classification.
- (c) If the senior Officer in the classification refuses promotion to fill the vacancy the immediately succeeding senior Officer in that classification shall be offered promotion to the vacancy in turn, subject to the foregoing paragraphs (a) and (b).
- (d) If there is no senior Officer in the classification available for promotion the senior Officer in the classification immediately below that classification shall be offered promotion to the vacancy, subject to the foregoing paragraphs (a), (b) and (c) so far as they are applicable.

25.10 Where the Company cannot fill a vacancy during the navigation season by promotion, preference for employment or re-employment of an Officer who has the required certificate and physical fitness in order to fill a vacancy shall be determined according to the following practices:

- (a) Master of the Company;

- (b) Officers of the Company who are presently classified in the classification in which the vacancy occurred;
- (c) Officers of the Company who were employed in the classification immediately below that of the classification in which the vacancy occurred, who are willing and have the ability and the certificate to be promoted;
- (d) Officers who have never been employed by the Company and who are registered on a list to be maintained by the Guild as being available for employment, provided such Officers, in the opinion of the Company, have the ability and the certification necessary to fill the vacancy;
- (e) Other persons who are employees of the Company who are not Officers but who are, in the opinion of the Company, willing and able and have the necessary qualifications and certificates to fill the vacancy.

25.11 In the event the Company finds it necessary to lay-off an Officer during the navigation season, the lay-off shall be governed by the following conditions:

- (a) In the event a Master is laid off and providing that the Master has maintained his/**her** membership in the Guild for at least twenty-four **(24)** consecutive months and there is no Masters position available to him/**her**, he/**she** shall have the right to be transferred to an occupy the position of First Mate of the Company and be reinstated with his/**her** original seniority date prior to his promotion as Master. If the Officer was hired by the Company as Master, his/**her** seniority date as First Mate shall be the date he/**she** was hired by the Company.
- (b) In the event the senior First Mate is displaced by operation of the foregoing subsection, the senior First Mate and each of the remaining Officers of the various classifications shall, in turn be moved to occupy the next classification immediately below the classification formerly occupied by him/**her** in accordance with his/**her** seniority status.

25.12 With respect to

- (a) the filling of a vacancy during the navigation season, and
- (b) the transfer of an Officer in case of lay-off during the navigation season,

it is understood and agreed between the parties that the Company shall comply with the express provisions of those subsections, but in the event of possible disruption caused by such action, the Company shall adhere as closely as possible to the principles and intentions expressed in those sections.

25.13 An Officer

- (a) who is promoted pursuant to the provisions of this section to a position or classification not covered by this agreement, and
- (b) who maintains his/**her** membership status in the Guild in accordance with the terms of this agreement,

shall retain his/**her** seniority status in his/**her** particular classification as of the date of promotion or demotion, and upon the resumption of his/**her** employment in that classification from which he/**she** has been promoted or demoted or in another classification covered by this agreement, he/**she** shall assume such employment with the seniority status that he/**she** had on the date when he/**she** was promoted or demoted; but in case such Officer fails to commence his/**her** employment within fifteen **(15)** days after receipt of notice thereof, he/**she** shall forfeit his/**her** seniority status.

25.14 The company where warranted may promote a Company Officer during the navigation season in order to fill a temporary vacancy for a period not exceeding thirty (30) days; but at or before expiry of that thirty (30) day period, the Company shall fill the vacancy in accordance with the express provisions of this agreement.

25.15 All grievances concerning the foregoing subsections 25.1 to 25.14 may be presented directly to the Company providing a written copy of the grievance is given to the Master of the vessel on which the grievor is employed.

25.16 In the event two **(2)** or more Companies amalgamate, merge or otherwise combine operations, seniority of Officers employed in these Companies shall be handled in the following manner:

- (a) if the Officers employed from the purchased, amalgamated, merged, or combined Company are also Guild members, a new seniority list shall be prepared, showing the combined names and dates applicable to the original employing Company, as in subsection 25.5 and
- (b) if the Officers employed by one Company are not members of the Guild, a new seniority list shall be prepared showing these new members as junior to anyone with equal qualifications, and having seniority within the Guild.

26. OFFICERS' DUTIES

26.1 An Officer shall not be required to perform any duties usually assigned to unlicensed crew members.

26.2 On ships of five hundred (500) feet or more, any additional personnel to the normal watch required for the purpose of **mooring, unmooring or canalling operations**, then the additional man will be, **at the discretion of the Officer in charge**, a Deck Officer or **upon agreement between the Deck Officers concerned an unlicensed crew member. Notwithstanding the above the Master may insist that the additional person be a Deck Officer.**

26.3 During all mooring and unmooring operations, where operational automated line handling equipment is not fitted, Officers shall be assisted by one (1) other person at each station.

An Officer after discussion with the Captain of his/her vessel, where such discussion is practical and necessary for the safe operation of the vessel, shall have the right to enlist the assistance of an additional person if said Officer anticipates difficulties during any mooring, unmooring or canalling operation.

26.4 It is agreed that Deck Officers will not be required to do any clerical or computer related duties with the exception of routine communications during **any** portion of their normal watch when there is no other Deck Officer on the Bridge except when the vessel is at anchor or not underway and circumstances affecting the safety of the ship will allow. For the purposes of this article "routine communications" are those telephone, facsimile and e-mail communications normally exchanged for the management and scheduling of the vessel.

27. DISMISSAL

27.1 No Officer shall be dismissed from **his/her** employment with the Company except for just cause.

27.2 A Company dismissing an Officer shall give that Officer notice in writing of **his/her** dismissal as per the disciplinary code.

27.3 In the event an Officer submits to the Company a written request for a statement of the reasons for **his/her** dismissal, the Company shall deliver to him/**her** within seven (7) clear days from the receipt of **his/her** written request a full statement, in writing, setting out the reasons for **his/her** dismissal.

27.4 A dismissal of an Officer shall be subject to the grievance and arbitration procedures set forth in this agreement and in the event the issue does proceed to arbitration, the Arbitration Board may make an order:

- (a) to uphold the dismissal;
- (b) to reinstate the Officer with compensation from the Company, or
- (c) to deal with the issue in any other manner that the Arbitration Board may deem just and equitable.

28. GRIEVANCE PROCEDURE

28.1 In the event a grievance arises on a vessel of the Company as to the interpretation or application of or in compliance with the provisions of this agreement, including without limiting the generality of the foregoing, a grievance in respect to wages, hours of work or conditions of employment of any Officer, there shall be no interruption or impeding of work, and the parties shall endeavour to settle the grievance in the following manner:

(a) STEP ONE

An Officer who believes **he/she** has a grievance must discuss that grievance with the Master, and if no satisfactory solution is achieved, **he/she** must submit that grievance in writing to the Master of the vessel within ten (10) days of its alleged occurrence. The Master must reply to the written grievance within ten (10) days of its receipt. If the Master is not living aboard or **is** not available, such grievance must be submitted directly to the Company within the same time limit of its alleged occurrence. The Company must reply to the written grievance within ten (10) days of its receipt.

(b) STEP TWO

If no settlement is reached in Step One, the Guild representative acting on the Officer's behalf must within twenty (20) days from the date the Master replied under Step One, meet with a Company representative in order to discuss the grievance, and if possible, to achieve a settlement. The Company representative shall render his decision in writing.

(c) STEP THREE

If no settlement is reached in Step Two, either party must indicate its intention to proceed to arbitration by notifying the other party by registered mail within ten (10) days of receipt of the decision in Step Two.

28.2 Notwithstanding any other provisions of this agreement, if the Company or any of its representatives fail or refuse to comply with any step or condition of the grievance procedure set out in subsection 28.1, the Guild acting on behalf of an Officer, may submit the grievance at once to arbitration in the manner set out in subsection 29.1.

28.3 If there is a grievance which is the same for a number of Mates of a Company, such grievance shall be presented directly to a representative of the Company involved.

If no settlement can be reached between this representative and a representative of the Guild, the matter may then be submitted to arbitration as per Step Three. The results of such arbitration shall be binding on the Company, the Guild and all persons concerned with the particular grievance involved.

29. ARBITRATION

29.1 In the event any difference arising between the Company and the Guild as to the interpretation, alleged violation or application of or compliance with this agreement or as to any grievance or dispute arising out of the operation of section 28 of this agreement the difference may be submitted to arbitration pursuant to the terms of this section.

29.2 Arbitration of any difference arising under subsection 29.1 shall be submitted to a single arbitrator jointly selected by the Guild and the Company. This selection shall be made within ten (10) days after the request for arbitration has been made by either party to this agreement. In the event the parties fail to agree upon the selection of an arbitrator, the matter may be referred by either party to the Minister of Labour of Canada who shall select and designate the arbitrator.

29.3 In the event the selected arbitrator is unable to serve by reason of death, incapacity or resignation, or for other reason, his replacement shall be appointed in the same manner as is provided herein for the appointment of the first arbitrator.

29.4 A statement of the dispute or question to be arbitrated shall be submitted by the grieving party to the arbitrator within five (5) days of his appointment. The arbitrator shall convene the parties within ten (10) days following his appointment unless a delay is agreed to by the parties, and the arbitrator shall render his decision as soon thereafter as possible.

29.5 The decision of the arbitrator shall be limited to the dispute or question contained in the statement or statements submitted to him. The decision of the arbitrator shall not change, add to, vary or disregard any conditions of this agreement. The decisions of the arbitrator which are made under the authority of this Arbitration Article shall be final and binding upon the Company, the Guild and all persons concerned.

29.6 The expenses, fees and costs of the arbitrator shall be paid by the party to this agreement found to be in default upon the arbitrator's resolution of the grievance or, if the arbitrator resolves the grievance in such a way that neither side shall be found wholly in the right, then the arbitrator shall establish the proper split of the expenses, fees and costs between the two parties in the proportion appropriate to the share of responsibility that each side had in the production of the grievance.

30. STRIKES AND LOCKOUTS

30.1 The Guild and the Company declare it to be their common intention that all controversies shall be resolved amicably in accordance with the provisions of this agreement, and to this end

- (a) the Guild agrees that there shall be no strikes, slowdowns or stoppage of work for any cause, and
- (b) the Company agrees that there shall be no lockout for any cause during the term of this agreement.

30.2 It is agreed for the purpose of this agreement that the refusal of a member to pass through a lawful picket line shall not be construed as a violation of this agreement and shall not be a reason for dismissal.

30.3 The Guild agrees to cooperate with the Company to urge each Officer to assist and to cooperate with the Master and Company Executive in order to maintain discipline aboard ship.

30.4 There shall be no discrimination, interference, restraint or coercion by the Company against any employee because of membership in the Guild, or because of any lawful action taken by any member under the terms of this agreement.

The Guild agrees not to intimidate or coerce or threaten employees in any manner that will interfere or hinder the effective carrying out of this agreement.

31. ESTABLISHED CUSTOMS

31.1 Any right or privileges enjoyed by an Officer as a matter of custom prior to the date of this agreement relating to wives visiting or making trips on ships or to mutual arrangements between Masters and Mates concerning shore leave shall be continued, and no change to these customary rights and privileges shall be put into effect unless mutually agreed to by the Company and the Guild.

31.2 Where an Officer has completed one (1) full season with the Company and accommodations are suitable, he may make arrangements to have his wife (or common law wife) accompany him for a period of up to, no more than, thirty (30) days each season. These arrangements will be approved for only two (2) Officer's wives (or common law wives) at a time. The Officer's wife shall not interfere in any way with the operation of the vessel. The Officer involved will be responsible for the cleaning of his quarters while his wife is aboard, and his wife shall sign a waiver releasing the Company of all liability for any mishap that may happen to her while she is aboard the vessel.

31.3 With the prior approval of the Master, which shall not be unreasonably withheld, an Officer may:

- (a) While the vessel is in port bring his wife and family aboard for a visit, with the exception of children under twelve (12) years of age. Prior to their coming on board, the Officer must sign a Company waiver releasing the Company of all liability;
- (b) While the vessel is in port, canalizing or at anchor, Officers may make private arrangements with one another to exchange watches and thereby permit him to go ashore.

32. CLAUSE PARAMOUNT

32.1 Nothing in this agreement shall be construed in a manner;

- (a) that conflicts in any way with the obligations of the Guild, the Company, or an Officer as determined by the provisions of the Canada Shipping Act or any other statute or regulation, or,
- (b) that tends in any way to impair the lawful authority of the Master.

33. FAMILY SECURITY PLAN

33.1 The Company agrees, effective **June 1, 2004**, to make a contribution of **fifteen dollars sixty-nine cents (\$15.69)** per position per day aboard the vessel.

Effective June 1, 2005 and each subsequent year for the term of this agreement the contribution will be increased by the same percentage increase as per Article 14.

Effective June 1, 2005 an appointed Officer who works a minimum of one hundred and eight (180) days in a navigation year but fewer than two hundred and fifteen (215) days will be deemed to have worked two hundred and fifteen (215) days for the purpose of contributions to the Family Security Plan. The company will forward contributions equivalent to the daily rate to a maximum of two hundred and fifteen (215) days in the navigation year after the Officer completes his/her work for that year.

33.2 The Company agrees to send the aggregate of the contributions for each month to the Family Security Plan Administrator designated by the Guild, on or before the 15th of the following month. The contributions shall be accompanied by a list in duplicate showing each Officer's name, the number of days for which contributions are being made and the number of positions on each vessel, whether such positions are filled or vacant.

33.3 The Company agrees to continue Family Security Plan contributions during any period the Officer is off work as a result of compensable disability or illness up to a period of twenty-four (**24**) consecutive months for the same compensable disability or illness.

34. PENSION PLAN

34.1 Where an Officer elects to contribute to the Guild's "Retirement Security Plan", effective June 1, 1996, the Company shall pay, on behalf of each Officer, in addition to his/her regular pay, seven percent (7%) of the Officer's basic hourly rate on the basis of eight (8) hours for each day worked.

Effective June 1, 1998 the Company, on behalf of each Officer, in addition to his/her regular pay, seven and one-half percent (7 ½%) of the Officer's basic hourly rate on the basis of eight (8) hours for each day worked.

34.2 Where an Officer elects not to contribute to the Pension Plan, the Company shall not be required to make a contribution to the Pension Plan on behalf of such Officer.

34.3 The Guild agrees that the Company shall be entitled to appoint one trustee to the Board of Trustees administering the Pension Plan Trust Fund, and such trustee shall represent the Company to the said Board of Trustees.

34.4 The contributions of each Officer who elects to contribute to the Pension Plan shall be deducted from his pay by the Company and remitted to the Trustees of the aforesaid Pension Plan Fund. That contribution shall be in the amount of seven percent (7%) of the Officer's basic hourly rate on the basis of eight (8) hours for each day worked, over and above any contribution to the Federal or a Provincial Plan.

Effective June 1, 1998 each Officer, shall contribute, seven and one-half percent (7 ½%) of the Officer's basic hourly rate on the basis of eight (8) hours for each day worked.

34.5 Effective January 1, 1995 all new employee Deck Officers shall, as a condition of employment, become members of the CMSG Retirement Security Plan. Appropriate deductions shall be made in accordance with the provisions contained in this Article.

35. PROFICIENCY PAY

35.1 The Company agrees to pay to those of its Officers who are in charge of the navigation of the vessel in the designated area between Tibbets Point and St. Lambert Lock, excepting when the vessel is at anchor or not under way, the sum of seven hundred and fifteen dollars (\$715.00), effective June 1, 2003.

In order to comply with Article 25 seniority section 25.1, Officers should make every attempt to learn the island river's and take advantage of Company training policies.

35.2 Any Officer who trains another Officer in the designated area shall receive the following rates:

Effective June 1, 2003

Clayton to Prescott	-Ninety-five dollars (\$95.00)
Snell Lock to Valleyfield	-Ninety dollars (\$90.00)

35.3 It shall be the absolute right of any Mate to refuse to apply for pilotage certificate for any district or part of district within the jurisdiction of the Laurentian and Atlantic Pilotage Authorities, where compulsory pilotage is required by law and for so long as the same continues to be so required for vessels of Canadian Registry. Any such refusal shall not subject a mate directly or indirectly, to any penalty whatsoever, any violation of the aforesaid shall be subject to redress in accordance with the grievance procedure within the Collective Agreement between the Company and the Guild.

36. S.U.B. PLAN

36.1 If the fund is reduced below the maximum funding level, the Company will contribute five cents (\$0.05) per hour to the fund until such time as the Fund again reaches the maximum funding level. The Company also agrees that credit units will be portable.

36.2 Effective June 1st, 1987, the Supplemental Unemployment Benefit will be ninety dollars (\$90.00) per week.

37. TRANSPORTATION IN CASE OF ACCIDENT OR ILLNESS

37.1 The Company shall reimburse to an Officer following a work accident, all transportation expenses from his place of work to the nearest hospital or clinic. On the doctor's recommendation, the Company shall reimburse transportation expenses from his/**her** place of work, from the hospital or clinic to his/**her** place of residence in Canada.

37.2 The Company agrees to continue all benefits in force provided under this agreement during any period the Officer is off work as a result of a compensable accident.

38. NOTICES

38.1 Any notice required to be given to the Guild pursuant to this agreement shall be delivered to the Office of the Guild, at 36 Wright Street, Unit #1, St. Catharines, ON L2P 3J4, or at any other address which the Guild may designate and which the Guild shall notify the Company in writing.

38.2 Any notice required to be given to the Company pursuant to this agreement shall be delivered to the Head Office of the Company.

39. RETROACTIVITY

39.1 Unless specifically mentioned, retroactivity will be paid on basic wages, Pension contributions, Overtime, Family Security Plan, Premium Pay, Proficiency Pay and Legal Defence.

40. LAUNCH SERVICE

40.1 Subject as herein provided, where employees have been continuously on board a vessel for a period of twelve (12) consecutive hours commencing from the time that a vessel anchors or otherwise becomes stationary away from the dock, upon and after the expiration of such period, the Master upon the request of not less than three (3) employees, shall use his best endeavour to provide launch service for such employees to travel to and from the shore, provided that the provision of such launch service shall not be more than twice every twenty-four (24) hours and shall be subject to the Master's discretion with respect to weather and working conditions on board the vessel.

40.2 When the majority of the unlicensed crew members are paid off, the three (3) employee's requirements of this section shall not apply.

41. HIRING SERVICE

41.1 Effective June 1st, 2002 the Company agrees to pay the CMSG the sum of two dollars (\$2.00) per position per day aboard the vessel to be remitted to the CMSG, 36 Wright Street, Unit #1, St. Catharines, ON L2P 3J4, not later than the 15th of the following month.

42. OFFICER FILES

- 42.1 (a) The employer agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of an Officer, the existence of which the Officer was not aware at the time of filing or within a reasonable period thereafter.
- (b) Upon written request of an Officer, notice of disciplinary action which may have been placed on the personnel file of the Officer shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- (c) Upon written request of an Officer, the personnel file of that Officer shall be made available once per year for the examination in the presence of an authorized representative of the employer.

43. LEGAL DEFENCE INSURANCE

43.1 Legal Defence Insurance for Officers covered by this agreement shall be provided in the following manner:

The Guild shall provide legal defence insurance which shall be paid for by the Company at the rate of two dollars and twenty-five cents (\$2.25) per day per position effective June 1st, 2003.

43.2 The Company agrees to send the aggregate of the contributions for each month to the Canadian Merchant Service Guild, 36 Wright Street, Unit #1, St. Catharines, ON L2P 3J4, on or before the 15th of the following month.

43.3 The contributions shall be accompanied by a list in duplicate showing each Officer's name, the number of days for which contributions are being made and the number of positions on each vessel, whether such positions are filled or vacant.

44. SUCCESSOR RIGHTS AND OBLIGATIONS

44.1 The Company agrees not to lease or charter any vessel which it has sold and which was previously manned by employees subject to the present collective agreement unless:

- (a) Prior to the sale, the purchaser agreed in writing to recognize the Guild as the exclusive bargaining agent for the Officers aboard the said vessel and to apply the terms of the present collective agreement, or
- (b) The vessel is leased or chartered without Officers, or
- (c) The parties agree to otherwise.

45. LEGAL FEES

45.1 The Company agrees to pay legal fees, medical expenses, dental expenses and full wages in case of civil or criminal action taken against an Officer while protecting the Company's property.

46. NEGOTIATING COMMITTEE

46.1 The Company agrees to pay the basic daily rate for **up to three (3)** Deck Officers while attending negotiations and no discrimination shall be shown against any Deck Officer attending a negotiating meeting.

47. LABOUR MANAGEMENT COMMITTEE

47.1 A Labour Management Committee shall be established consisting of members of the Guild and the Company Negotiating Committee that jointly participated in the negotiations of the present contract.

47.2 The purpose of the Labour Management Committee shall be to discuss and make effort to resolve matters of mutual interest to the parties and the Committee may discuss grievances which occur on specific vessels. Where the Committee cannot resolve the grievances, then such grievances may be disposed of by either party under sections 28 and 29 of this agreement.

47.3 Each of the parties shall submit to the other an agenda of matters to be discussed at meetings of the Committee at least fourteen (14) days prior to the meeting day.

47.4 This committee will be mandated to discuss issues related to the introduction of new technologies, automation or operational procedures that may impact the normal duties of Officers as currently performed. Any agreements reached shall be by mutual consent.

Such committee will have an equal representation of Guild and Company representatives.

47.5 The reasonable costs of these meetings shall be paid for by the company.

48. CLOTHING ALLOWANCE

- 48.1 (a) Two **(2)** pairs of coveralls will be supplied by the Company to each Deck Officer after one (1) month of employment and to be replaced when necessary.
- (b) A sufficient supply of raingear (rubber pants and jackets) and work gloves shall be supplied by the Company.
- (c) After ninety (90) days of continuous service each Deck Officer shall receive **one hundred fifty dollars (\$150.00)** to defray the cost of CSA safety boots, once per season.
- (d) The company shall for each year of the collective agreement pay to each officer a clothing allowance of **one hundred fifty dollars (\$150.00).**

49. DURATION OF AGREEMENT

49.1 This agreement shall remain in force from **June 1st, 2004 to May 31st, 2007**, and shall, without further act of the parties be renewed from year to year thereafter, unless written notice of desire to amend, modify or cancel any term hereof is given by either party to the other, not later than ninety (90) days prior to **May 31st, 2007**.

49.2 In the event neither party gives notice to reopen ninety (90) days prior to **May 31st, 2007**, allowing the agreement to continue on a year to year basis, either party may give written notice of desire to amend, modify or cancel any term thereof ninety (90) days prior to the anniversary date of May 31st, in any year, in which case this agreement shall terminate on the anniversary date in that year.

IN WITNESS WHEREOF the parties hereto have signed this Agreement the
6th day of January ~~2004~~ 2005

UPPER LAKES GROUP

CANADIAN MERCHANT SERVICE GUILD



Ewa Chudecki



Gary Cook



KEVIN B. KELLY

LETTER OF UNDERSTANDING
NO. 1

(Covering Deck Officers)

1. It is recognized that relief officers are necessary in order to allow permanent officers to take leave.
2. It is further recognized that these relief officers should be provided with first opportunity for permanent positions as outlined below, after the provisions of Article 6 have been exhausted. This list shall be known as the Relief List.
3. A relief officer for the purposed of this Letter of Understanding is an officer whose name does not appear under the provisions of Article 25.
4. The Company shall, by January 1st, prepare and forward to the guild and to each officer a relief list.
5. The provisions of Article 25.5 to 25.8 shall apply to the relief officer's list.
6. The initial list will be submitted by February 1,2002. Such list will be drawn from amongst the list of officers who have previously worked as relief officers for the Company in the last two (2) years preceding February 1,2002. Once on the list, if the officer has not worked for the Company for one hundred and eighty (180) days in a two (2) year period, his name will be removed from the list.
7. The initial list will be comprised of five (5) officers selected at the company's discretion and five (5) officers selected on a seniority basis from amongst Officers who have previously worked in relief positions. The minimum number on this list will remain at ten (10).
 - a. An officer becomes eligible to be placed on the relief Officer's list after he has accumulated one hundred and eight (180) days worked with the Company and his ranking commences as of that date.
9. Sufficient qualifications and ability being equal, and within the guidelines of Article 6, senior Officers on this list will be eligible for permanent positions as they become available.

LETTER OF UNDERSTANDING

NO. II

NOTICE TO ALL MASTERS AND MATES
CONCERNING OFFICER'S DUTIES

In compliance with Deck Watch Regulations, excepting an emergency situation or while canalizing, entering or leaving port, no Officer will be asked to leave the bridge during his watch while the vessel is underway or at anchor.

However subject to mutual agreement between the Master and the Officer involved, the Master may relieve the Officer for short periods of time sufficient to check on-ship related activities or to perform other administrative duties associated with his or her position.. This should not be construed as allowing the Master to relieve the Officer of his normal watch or to violate the express provisions of Article 26.4.

LETTER OF UNDERSTANDING

NO. III

The Company agrees to issue to the Guild, once per month, a roster showing officer crew complement on each vessel during the navigation season.

LETTER OF UNDERSTANDING

NO. IV

The Company shall reimburse to existing permanent employees the tuition costs only for ARPA and Med-D courses.

LETTER OF UNDERSTANDING

NO. V
ARTICLE 7.8

Non-withstanding the language of Article 7.8, the parties recognize that the ships Stephen B. Roman and the Canadian Ranger are involved with specialized cargo arrangements.

Therefore, in the interests of keeping these named vessels operational and to keep Officers employed, the five (5) days mentioned in clause 7.8 will be amended to read three (3) days for the Canadian Ranger and the Stephen B. Roman only.

38