

COLLECTIVE AGREEMENT

BETWEEN

UPPER LAKES GROUP

hereinafter called the "Company"

AND

THE CANADIAN MERCHANT SERVICE GUILD

(ENGINEERS AND ELECTRICIANS)

hereinafter called the "Guild"

EXPIRY DATE - May 31, 2004

03191(06)



Founded 1917

Canadian Merchant Service Guild

A NATIONAL ASSOCIATION OF
MASTERS - MATES - PILOTS - ENGINEERS AND OTHER MARINE OFFICERS

La Guilde de la Marine Marchande du Canada

ASSOCIATION NATIONALE DES CAPITAINES - OFFICERS BREVETES - PILOTES

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Affiliated With

International Maritime Pilot's Association

International Transport Workers' Federation

Here is a copy of your new Collective Agreement.

Getting this copy to you has been delayed by virtue of the fact that we had some problems with the printers.

The reason we are sending **you** your copy in this format is that the booklets were very expensive to print out and the Guild at this time did not wish to incur such a cost.

We are sending all members an English text of the contract. **If** you wish to receive a French version, please contact our office.

We believe this new format of printing out the contracts will enable the Guild in the future to get the contract out to our members quickly and much more **economically**.

Contracts on the East Coast have been done in this format for years now and we have had no complaints.

We trust you will understand our reasoning and thank you for your patience..

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1. DEFINITIONS

For the purposes of this agreement:

1.1 "Vessel(s)" or "Company vessel(s)" means any one or more of the vessels owned and operated by the Company or operated under bareboat charters to it.

1.2 "Officer(s)" means the Officer or Officers, employed by the Company as Second, Third, Fourth, and Electrician and who are on the seniority list referred to in paragraph 6 hereof.

1.3 "Former Officer(s)" means Officer(s) not presently employed by the Company but who have been retained on the seniority list referred to in paragraph 6 hereof.

1.4 "Senior Officer(s)" means Officer(s) that, in accordance with the provisions of the seniority Article of this agreement, have been employees of the Company for a greater period of time respective to other Company employees in the classifications covered by this agreement.

1.5 "Navigation season" means the period of time beginning in one calendar year and ending in the same or next calendar year, commencing on the date of spring fit out by engineers of the first of the Company's vessels and ending with the winter lay up of the last of the Company's vessels.

1.6 "Vessel's navigation season" means the period of time commencing on the date in any one calendar year that the engine department of such vessel commences fit-out and ending on the date in that or the immediately succeeding year that the engine department of such vessel completed lay-up.

1.7 "Employment year" means that period of employment commencing from date in any calendar year that an Officer shall commence his employment with the Company and terminating on the date in that or the immediately succeeding calendar year that such employment shall be terminated.

1.8 "Justifiably absent" or "justifiable absence" means absence by an Officer from his employment pursuant to the provisions of Article 14 of this Agreement; or from employment on Company vessels that are sold or laid-up as a result thereof, or due to illness or injury, or for any other reason satisfactory to the Master, Chief Engineer or the Company.

2. PREAMBLE

2.1 The general purpose of this agreement is to ensure for the Company, the Officers and the Guild the full benefits of orderly and legal collective bargaining and to ensure the safety and physical welfare of the Officers, economy of operation of the Company's vessels, a high standard of service and the protection of property. The Company, the Officers and the Guild agree they will co-operate fully, both individually and collectively, for the advancement of the conditions of employment of the Officers.

3. BARGAINING UNIT

3.1 This agreement shall cover the Engineering and Electrical Officers employed by the Company on vessels owned, operated or under bareboat charter or otherwise effectively controlled by the Company either directly or indirectly.

4. RECOGNITION

4.1 The Company recognizes the Guild as the sole bargaining agent for all the Officers.

5. UNION SECURITY

5.1 The Company shall endeavour to **employ** only members of the Guild in **good** standing. All Officers covered by this agreement, shall, as a condition of continued employment, maintain membership in the Guild for the duration of the agreement.

5.2 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 Guild's **Constitution**, Rules and Regulations, and until the Guild gives notice to the Company that the Officer is not in good standing.

5.3 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 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 them **or** any of them on any list or notice furnished to the Company by the Guild pursuant to the provisions of this section.

5.4 The Company recognizes the Guild as the source of supply for all officers covered by this 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** by fax and shall specify whether or not the **job** is permanent or relief and the rating required.

5.5 Any person not a member of the Guild, hired or promoted to the position of **Officer**, shall, within thirty (30) days of employment, make application for membership in the **Guild**. Such application may be made by telegram, fax, or otherwise directed to the head **office** or sub-office of the Guild.

5.6 The actual selection and hiring of Officers shall **be** at the **discretion of the** Company and the Chief Engineer. Officers who are not accepted must be supplied with the reason in writing at the time of rejection with a copy to the Guild and shall be subject to the grievance procedure.

5.7 When an Officer **is** dispatched to a **ship** at the Company's request and **is** refused by the Chief Engineer, the Officer shall be paid reasonable transportation to and from the vessel, plus eight hours pay at basic **hourly** rate. **If** a ship is delayed in transit and the Officer must stay overnight waiting **for** the vessel, the Company agrees to pay reasonable living expenses supported by receipts until arrival of the vessel or until the call is cancelled, and basic hourly rate will be paid from the date on which the Officer was to report for duty.

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

5.9 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.

5.10 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.

6. SENIORITY AND PROMOTION'

6.1 Seniority shall be the determining factor in all matters of appointments, vacancies and layoffs. It is understood that the Officer must possess the required certification necessary for the position.

6.2 The Company shall, by January 1st of each year prepare a seniority list and forward this list to the Guild. The seniority list shall consist of the following categories: Second Engineer, Third Engineer, Fourth Engineer and Electrician. The Company agrees, by January 31st of each year, to prepare an appointment list for engineering officers. The seniority list will be distributed to the Guild and all officers. Upon completion of the appointment list Officers will be advised of their vessel appointments. An updated appointment list will be forwarded to the Guild monthly.

The seniority list shall be divided into each of the following types:

- (a) Company seniority-length of service with the Company;
- (b) Officer seniority-length of service as an Officer with the Company;
- (c) Position seniority-length of service in a particular classification, i.e., 2nd Engineer, 3rd Engineer.

6.3 An Officer shall earn seniority in each classification as follows:

- (a) Company seniority-retroactive to date of employment with the Company, probationary period completed;
- (b) Officer seniority-retroactive to date first employed as an Officer, probationary period completed;
- (c) Position seniority-retroactive to first date in position, unless forfeited by promotion, probationary period completed.

6.4 In the event of a dispute over the seniority date of an Officer in any category, that Officer, or the Guild on the Officer's behalf, shall have sixty (60) days to notify the Company of the error. Once notified, the Company and the Guild shall make arrangements to discuss the disputed date. If no agreement is reached, the matter may be referred to arbitration. If the Officer does not notify the Company of the disputed date, that date shall remain until the issue of the next seniority list.

6.5 Notwithstanding promotion to second engineer, where ability shall be considered in conjunction with seniority, all other promotions shall be done on the basis of seniority. The Company agrees to fill position vacancies in the following manner, where Officers have the required certificate for the vacant position:

- (a) with the next most senior officer in the same category; the Company's obligation to offer promotion to the Officer ceases after the second **such offer** and refusal: **if** that officer refuses promotion, the position **shall be offered** to the next most senior, and so on; then
- (b) with the most senior officer in the category below the one in which the vacancy occurred; if that Officer refuses promotion the position shall be offered to **the next most** senior, etc.;
- (c) with other officers of the Guild, as requested through the Guild Office;
- (d) with other Officers of the Company;
- (e) with other available and qualified officers, **subject to Article 5.**

All officers promoted shall be on probation for a period of three (3) months. **If**, subject to the grievance procedure, the Officer does not **perform** the duties of **the** new position in manner satisfactory to the Company, the Officer may be returned to **his/her** previous position.

All Officers who accept promotion shall forfeit seniority in the position from which promoted after twenty-four (24) months.

An Officer promoted to a position outside the scope of this agreement shall also maintain seniority for a period of twenty-four (24) months. To exercise seniority rights and move back into a bargaining unit position, an Officer so promoted must maintain Guild membership for the previous twenty-four (24) months.

6.6 In the event of a layoff in a particular category, the officer with the least seniority in that category shall be the officer laid off. An Officer who has previously been promoted, with less than twenty-four (24) months service in the new position, **shall be** permitted to exercise seniority in their former category. Officers who have been laid off shall maintain and accrue seniority for a period of twenty-four months.

6.7 In the event that a vessel incurs a temporary lay-up between June 30th and September 1st, the right to exercise seniority shall not apply.

In the case of a temporary vacancy, (to a maximum of thirty (30) days) the Company shall be permitted to **fill** such vacancy with an Officer where warranted provided **no** other officer is on **the relief list**, and subject to non-availability through the office of the Guild.

6.8 Seniority shall not be affected if an employee is justifiably absent or on leave pursuant to Article 14. Seniority **shall** be forfeited and employment **terminated** if an officer is dismissed for just cause and not reinstated through the grievance/arbitration procedure.

6.9 Seniority **shall** not be established for work in temporary positions.

7. DEDUCTION OF DUES

7.1 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 by registered letter indicating the months in which the deductions are to begin and cease.

7.2 The Company shall also deduct, On receipt of a billing list from the Guild initiation fees and dues owing from the wages of Officers concerned.

7.3 The Company shall forward to the Guild at **36 Wright Street, Unit #1, St.Catharines, ON L2P 3J4** the aggregate of the amounts so deducted not later than **thirty (30) days** following the day on which the deductions were made together with a list of the officers and the amount deducted from each **Officer**.

8. GRIEVANCE PROCEDURE

In the event of a grievance or dispute on any of the Company's vessels regarding interpretation, application, or compliance with the provisions of this agreement or as to any question relating to the wages, hours of work or other conditions of employment or any changes made, there shall be no interruption or impeding of work, work stoppages, strikes or lockouts, but the Parties shall attempt to settle the matter as follows:

8.1 An Officer who has a **grievance** or dispute shall present it in writing, within **ten (10) days** of becoming aware of the circumstances giving rise to the grievance to the Chief Engineer of the vessel or to **his/her** Guild Representative. The Officer and/or the **Guild** Representative acting on **his/her** behalf shall, within ten (10) days from the date of **such** presentation, meet with the Chief Engineer of the vessel to discussing the grievance or dispute. The Parties shall make every effort to resolve the dispute.

8.2 If settlement is not achieved within ten (10) days from the date of the meeting **with** the Chief Engineer, the Officer or the Guild may, by notice in writing, request a meeting with the Company for further attempt to resolve the issue in accordance with **the** terms of this agreement.

8.3 The Guild shall also have the right on behalf of one or more of the **Officers** to **file** a grievance within thirty (30) days of becoming aware of its occurrence. In this instance, the grievance procedure shall commence as directed in **8.2** of this Article.

8.4 In the event that a settlement of a grievance or dispute cannot be reached **under** the provisions of this Article the grievance or dispute may **be** submitted to arbitration **by** either party. Reference to arbitration must be made by either Party within ten (10) days of the meeting at second level as described in **8.2** or **8.3**.

8.5 The time limits indicated in this Article are mandatory. However, the time limits may be extended by mutual consent. which will not be unreasonably withheld.

9. ARBITRATION

In the event that disputes or grievances arise between the Parties, and resolution is not achieved through Article **8**, the matter in question may be referred to arbitration as follows:

9.1 An Arbitrator satisfactory to both Parties shall be appointed to hear the dispute. Failing agreement on an Arbitrator, the Party requesting arbitration shall request the appointment of same through the Federal Minister of Labour.

9.2 In the event that the Arbitrator must vacate his position by reason of death, incapacity or resignation, any such vacancy shall be filled in the same manner as in **9.1**.

9.3 A statement or **statements** of the dispute or questions to be arbitrated **shall be** submitted by both parties, either jointly or separately to the Arbitrator within **five (5) days of appointment**. The Arbitrator shall convene a meeting of the Parties within **ten (10) days** of receipt of the statement of dispute, unless otherwise mutually agreed by the parties, **and shall** render a decision as **soon** thereafter as **possible**. The **Parties, in** addition to their original **statements**, shall have the opportunity of presenting evidence or addressing the position of the other Party.

9.4 The decision of the Arbitrator shall be limited to the dispute or question described and contained in the statement submitted by the parties and such decision shall not change, **add to**, or disregard **any** of the terms of this agreement. **The** decision of the Arbitrator, made within the jurisdiction and **authority** as herein defined, shall be final and binding upon the Company, the Guild and all officers concerned;

9.5 The Guild and the Company shall jointly pay the fees and expenses of the **Arbitrator**, unless the Arbitrator deems **otherwise**.

10. STRIKES AND LOCKOUTS

10.1 There shall be no strikes, lockouts, tie-ups, slowdowns, work stoppages nor **any** other interruptions of work during the term of this agreement. All disputes shall be settled pursuant to the grievance **and/or** arbitration procedures set forth **in** Articles **8** and **9** of this agreement. It is agreed for the **purposes** of this agreement that **refusal** of a member of the Guild to pass through a **lawful** picket line shall not be construed **as** a violation of this agreement and shall not be a reason for any discipline or discharge.

10.2 The Company agrees not to discriminate against any member of the Guild in **any** manner for lawful action taken by such member either under the provisions of Article **8** or to enforce any other rights under any other provisions of this agreement.

11. BOARDING VESSELS

11.1 The Company agrees to issue boarding passes to authorized representatives **of the** Guild for the purpose of consulting with **officers**. Such representatives **shall** be permitted to board the Company's vessels and shall have the right to engage in discussions with Chief Engineers in charge of the Company's vessels **with** respect to any grievance or dispute, or to meet with the Officers covered by this agreement.

11.2 The representatives shall not interfere in any way with the operation of the Company's vessels.

11.3 No representative **shall** be entitled to receive a boarding pass or to board **any** of the Company's vessels until **he** has signed and presented to the Company a release **in** form satisfactory to the Company, under the terms of which such representative shall release the Company from **all** liability **for any** loss or damage to property or for loss of life or for any injury sustained by him while aboard any of the Company's **vessels** or while in or about any property owned by or under the control of the Company.

12. WAGES, HOURS OF WORK, OVERTIME, STATUTORY HOLIDAYS

During the term of this agreement, the following provisions **shall** apply with respect to hours of work **and** compensation:

12.1 Statutory Holidays are: New Year's Day, January 2nd, Good Friday, Easter Monday, Victoria Day, First Monday in June, Dominion Day, First Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day;

12.2 "Normal work week" means a week consisting of seven (7) days, five (5) regular work days from Monday to Friday 06:00 to 20:00 Saturday at time and one half basic rate for regular work day and Sunday at two times basic rate for regular work day. Time worked beyond regular hours on Saturday to be paid at double time; time worked beyond regular hours on Sunday to be paid at double time and a half.

12.3 "Three watch system" means the division of the work day into three watches of four hours on duty followed by eight (8) hours off.

12.4 "Normal daily working hours" means for all officers eight (8) hours of work of a regular work day during a vessel's navigation season when such hours are worked in accordance with the three watch system.

12.5 "Regular day working hours" shall be 0600 hours to 2000 hours. Such working hours shall be comprised of eight (8) consecutive hours exclusive of meal period.

12.6 "Overtime work" means any hours worked in excess of the normal daily working hours or the regular daily working hours, and overtime rate" means one and one-half times the regular hourly rate as included in this agreement.

12.7 When two (2) or more types of overtime or premium compensation apply to the same hours of work, only the higher rate of compensation shall be paid. In no case will overtime or premium compensation be duplicated or pyramided.

12.8 During a vessel's navigation season each officer shall work the normal work week.

12.9 Should a statutory holiday fall on a Saturday or Sunday, the following work day(s) will be observed as the holiday.

12.10 Where an officer employed by the Company is not required to work on a holiday that falls in his employment year he/she shall be paid his regular wage for that day. If a statutory holiday falls during an officer's vacation he/she shall receive one (1) additional days pay on the first pay day following return to work.

12.11 Where an officer employed is required to work on any regular work day in excess of the normal daily working hours or the regular day working hours, or part thereof, the officer shall be paid the overtime rate for time so worked.

12.12 For hours worked on Saturday or Sunday an Officer shall be paid as follows:

1. During fit-out and lay-up (including overtime hours) at double his regular rate of pay; and
2. During the navigation season:
 - (a) On a Saturday, time and a half for the first eight (8) hours, and double the regular rate for each hour worked in excess of eight (8) hours.
 - (b) On Sunday, at double time for the first eight (8) hours and double time and a half for all hours worked in excess of eight (8) hours.

12.13 All Statutory Holidays, except those occurring **when an Officer is laid off, shall be paid at double time and a half.**

12.14 When an Officer **performs** overtime work which ceases before the expiration of one (1) hour **the Officer shall still be credited with one (1) hour's overtime.**

12.15 Once an officer has completed one (1) hour of over-time, for each **subsequent** half hour period or less of overtime work the Officer shall be credited with the overtime rate for a full one-half hour period.

12.16 In the event **that an Officer** is relieved when **performing** overtime work **and** is subsequently recalled, (except for his regular watch), within a two (2) hour period, **the Officer shall continue to receive overtime as if he had not been relieved.**

12.17 Where an Officer is required to relieve for meals in port he shall receive one (1) hour's overtime at overtime rate.

12.18 During refit, lay-up, and dry-docking, **the position of Duty Engineer shall be voluntary, as agreed between the Officers.** If the **Officer** is required **by the Chief Engineer** to remain on board, the Officer shall be paid as per 12.23.

If such Officer volunteers to be the duty engineer he shall be compensated at the rate of seventy-five dollars (\$75.00) per day. If such officer does not volunteer he/she shall be paid stand-by time as though he had worked.

12.19 The words "tons" in the agreement means "cargo dead-weight tons", and mid-summer draught.

12.20 In any given calendar year, for every day worked in excess of 260 days with the 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 or season.**

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

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

12.22 An Officer shall not **suffer any** loss of basic pay if laid off for a period of less than five (5) consecutive days.

12.23 When an Officer is required by the Chief Engineer or **Master** to remain on board in port during the navigation season while off watch he shall be paid at **his regular basic rate.**

12.24 Where an Officer does not receive one-half hour in which to eat a meal, he shall be paid an additional hour at **the appropriate overtime rate.**

13. RATES OF PAY

13.1 Effective **June 1, 2001** the following rates of pay shall apply:

	BASIC HOURLY RATE	OVERTIME RATES		
		(1.5)	(2.0)	(2.5)
2nd Engineer:	\$27.36	\$41.04	\$54.72	\$68.40
3rd Engineer:	\$24.81	\$37.22	\$49.62	\$62.03
4th Engineer:	\$23.89	\$35.83	\$47.78	\$59.73
Electrician:	\$24.81	\$37.22	\$49.62	\$62.03

Effective June 1, 2002 and on June 1, 2003, the wage rates shall be increased by the full Cost of Living Index covering the previous twelve (12) month period ending May 31.

14. LEAVE OF ABSENCE

It is agreed that an officer may be absent from his employment with the Company.

14.1 Such absence may be requested for any reason for two (2) periods during the navigation season. Each period of leave of absence must be for at least fourteen (14) days; the Officer will not forfeit seniority or other rights acquired under this collective agreement for any such leave of absence.

14.2 An Officer will not be paid during such leaves of absence.

14.3 Any Officer desiring a leave of absence must first obtain the approval for the absence from the Chief Engineer of his vessel or the Company; and a suitable replacement or satisfactory arrangement for such absent officer shall have been obtained. **Such approval shall not be unreasonably withheld.**

14.4 For Guild business, an Officer shall be granted a leave of absence for such reasonable period as agreed between the Company and the Guild, without loss of seniority or other rights acquired under the provisions of this agreement.

14.5 An Officer requesting leave under 14.4 must be elected or appointed as Guild representative.

14.6 Subject to satisfactory leave arrangements, the Company agrees to pay the basic daily rate plus benefits for an Officer while attending negotiations. The Guild shall confirm the participation of any such officer in writing to the Company.

14.7 Such Officer shall return to regular employment upon the expiration of such period or periods of absence, or, otherwise, obtain, prior to such expiration, a written authorized renewal approved by both the Company and the Guild.

14.8 An Officer may request Parental Leave in compliance with existing Federal legislation.

14.9 The Company may defer or alter dates for the request for paternity leave at the request of the Officer. **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.** The Company may also require the Officer to submit a copy of the child's birth certificate.

14.10 Upon written request to the Company, with copy to the Guild, the Company shall grant to an Officer with "three (3) or more" years of seniority leave of absence without loss of seniority and without pay for a period of up to one (1) year. It is agreed every such additional one (1) year period of leave will be preceded by further successive periods of "three (3) or more years of service with the Company.

14.11 Except where an Officer is absent pursuant to the provisions this Article, if absent for a period of twelve (12) months or more seniority shall be forfeited; in the event that an officer fails to return to his employment on the expiration of the approved absences, the Company shall have the right to discharge such officer.

15. COMPANY BUSINESS

15.1 If an Officer is required by the Company to be absent from employment on Company business or if the presence of any officer is required by the Company at any inquiry concerning the Company conducted by the Department of Transport, or a Court or other legal or administrative tribunal including an Arbitration hearing, the officer shall be paid regular wages plus benefits during the period of such absence and the Company shall pay or reimburse the officer for all reasonable travelling expenses incurred upon production to the Company of proper receipts. The phrase "Company business" shall not for the purposes of this Article include the annual meeting held by the Company for its Officers.

16. TRANSFER EXPENSES

16.1 If an Officer is transferred by the Company from one vessel to another the wages and benefits of the Officer shall be continued to be paid and the Officer shall be reimbursed for all reasonable travelling expenses incurred in travelling from one vessel to the other.

17. SICK LEAVE AND COMPASSIONATE LEAVE

17.1 An officer shall be granted reasonable absence from employment with pay for a period not to exceed ten (10) consecutive days in the event of the death of any of his sister, brother, parents, parent-in-law, or grandparent, grandchildren or any other relative domiciled at the Officer's residence or listed as a dependent, at the Officer's basic rate of pay.

17.2 In the case of wife, husband or child, fourteen (14) days of leave will be granted with pay at the Officer's regular basic rate. Claims for compassionate leave must be submitted by the Officer in writing to the Company along with proof of bereavement.

17.3 An Officer shall be granted reasonable absence from work without pay in the event of injury or illness to the Officer's wife, (including common law spouse), husband, children, sister, brother, parent, parent-in-law or grandparent, after completion of sixty (60) days of continuous employment with the Company.

17.4 An Officer shall receive sick **leave** with pay to a maximum of the first seven (7) **days** of sickness if forced to **leave** the vessel due to personal illness. The Officer **must** supply a medical certificate to the Company for the absence. Once supplied, the **Officer** shall qualify for such leave at basic daily rate. For the purpose of this clause an Officer must qualify for weekly indemnity as described under Canada Life Benefit Plan.

17.5 An Officer shall retain **seniority** status during leave of absence periods. At any **time** during such absence or **upon** return to work, the Company shall have the right to request from such Officer proof of the illness, injury or the death as aforesaid.

18. DISMISSAL

18.1 No Officer shall be dismissed without just cause.

18.2 Any Officer dismissed shall be notified in writing delivered or sent by registered mail. This notification shall provide for the **termination** of the **officer's** employment upon the expiration of twenty-four (24) hours from the date of the receipt of the notice. In the event **that** an Officer requests further detail of the reasons for dismissal, the Company shall be required to provide same in writing within seven (7) days of the request by the **officer**.

18.3 All dismissals are subject to Article 8.

19. APPRENTICES OR CADETS

19.1 An apprentice or cadet **shall** stand watch only under the supervision of an Officer.

20. ACCOMMODATION

20.1 Whenever possible an Officer shall have an individual stateroom furnished and equipped in accordance with the standards prevailing for the particular class of vessel upon which the Officer is employed.

20.2 Until such time as it is possible to provide each Officer with an individual stateroom, it may be required that an officer share accommodation with another officer or officers.

20.3 On vessels **where** the Company maintains a three (3) person galley compliment, officers' accommodations services will be maintained with daily bed making and weekly cleaning and linen change. On vessels where the galley compliment is **less** than three (3) persons, officers will **be supplied with** clean linen **and towels** on a **weekly basis**.

20.04 During **fit-out** or lay-up periods, the Company agrees to maintain a cook on board if three (3) or **more** Officers **are** employed on the vessel. If less than three (3) Officers are employed the provisions of L.O.U. Special Projects will apply.

21. MARINE DISASTER

21.1 In the event that an Officer shall, while employed by the Company, suffer loss of clothing or other personal effects as a result of marine disaster or shipwreck, the Officer shall be compensated for such loss by the Company, upon reasonable proof **thereof** to the **Company**, to a maximum of four thousand dollars (\$4,000.00). A Marine disaster shall be defined as per the Marine Occurrence Section of **the** CMSG booklet.

22. SAFETY REGULATIONS

22.1 Safety regulations which the Company may now have in force for the safety of the vessel, the crew or passengers, and further safety regulations which may be developed or amended by a Safety Committee comprised of Company and Guild representatives during the term of this agreement shall be made known to and followed by all officers. It is agreed that violations of such regulations may be cause for dismissal subject to the Article 8 and 9.

23. CLAUSE PARAMOUNT

23.1 Nothing contained in this agreement shall be construed so as to render null and void the obligations of the parties hereto under the provisions of the Canada Shipping Act or other Government legislation or regulations, or to impair in any manner the duly constituted authority of the Master.

24. TRANSPORTATION, MEALS AND ROOM ALLOWANCE

24.1 When an 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** for periods of justifiable absence from duty, the Company agrees to pay reasonable transportation costs to and from his home in Canada. These costs are to include first class surface passage or economy air fare or two way car allowance, where public transportation is not available, of thirty-five cents (\$0.35) per kilometre.

24.2 Within the first fifteen (15) days after an Officer joins a ship, he shall be paid transportation costs upon rendering reasonable receipts for such costs as described in this section. Receipts shall not be required for distances of three hundred (300) kilometres or less. In the case of discharge for cause or leaving the ship for personal reasons, all return travelling costs shall be borne by the Officer.

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

24.4 An Officer who is unable to comply with the terms of this section by reason of justifiable absence from employment other than on Guild business, in accordance with the provisions of this agreement, shall nevertheless be entitled to receive from the Company transportation, meal and room expenses pursuant to the terms of this section.

24.5 The Company shall not be liable to reimburse the expenses referred to in this section of an Officer;

who is dismissed for cause, or;

who leaves a vessel for any reason not satisfactory to the Company, except as provided in this agreement.

24.6 If an Officer is laid off during the navigation season, transportation costs shall be paid to his/her home. When recalled, the Officer shall be paid transportation costs to the vessel. Such costs comply with 24.1 of this agreement.

24.7 An Officer shall be given seventy-WO (72)hours' notice prior to joining his vessel. If it is necessary for an Officer to travel the previous day and if work begins at 8:00 a.m. on the day required, the Officers shall be paid eight (8) hours' pay at basic rate to cover travelling time.

24.8 The Company shall have the right to offer alternative travel arrangements in accordance with an alternative travel plan to be developed between the CMSG and the company.

The parties agree to develop an alternative travel reimbursement option prior to the end of the 2002 shipping season. The Company would have the option to offer and the employees would have the option to accept a fixed amount paid directly to the employee, by the payroll department, without receipts, upon arrival or departure from the vessel, in lieu of reimbursement of their travel expenses. Employees selecting the fixed amount option would then be responsible for their own transportation arrangement costs. The fixed amount would vary according to the location of the ship and the origin or destination of the employee.

The parties agree to meet within ninety (90) days following ratification of jointly develop the optional alternative travel reimbursement plan.

25. VACATION PAY

Each Officer shall receive vacation pay according to the following scale:

25.1 An Officer with less than one (1) full season shall receive four percent (4%) of gross wages earned during the then current season.

25.2 An Officer with one (1) completed season but with less than five (5) full consecutive seasons shall receive five percent (5%) of gross wages earned during the then current season.

25.3 An Officer having completed five (5) and less than ten (10) full consecutive seasons shall receive seven (7%) percent of gross wages earned during the then current season.

25.4 An Officer having completed ten (10) or more full consecutive seasons shall receive nine (9%) percent of gross wages earned during the then current season.

25.5 The right of an Officer to receive vacation pay pursuant to this Article shall not be affected in any way when the Officer is absent from employment according to this agreement or for other reasons satisfactory to the Company.

25.6 The Company shall pay all accumulated vacation pay on the Officer's monthly pay cheque.

26. SCHOOL PLAN

26.1 An officer who has completed at least one (1) full navigation season or continuous employment with the Company and who succeeds in obtaining a higher certificate shall be entitled to receive from the Company a bonus of three thousand five hundred dollars (\$3,500.00) provided that the Officer returns to employment with the Company for a period of ninety (90) days.

26.2 If an Officer is required by the Company to attend a course or other training, the Company shall pay all costs related to the training course including two-way transportation. The officer shall not suffer any loss in basic pay or benefits as provided by this agreement, while on any such course or training.

The Company agrees to pay the tuition costs for courses required for certificate maintenance due to regulatory requirements.

27. MEDICAL EXAMINATION

27.1 The right of an officer to employment with the Company shall be conditional upon the officer being medically fit to perform his duties and the Company may at any time, upon reasonable notice to the officer and upon agreeing to assume all costs of the examination, require an Officer to be medically examined by a doctor agreeable to the Officer.

28. OFFICERS DUTIES AND CHARACTER OF WORK

28.1 Officers shall not be required to perform the duties presently performed by unlicensed personnel. If ordered to perform such duties and if unlicensed personnel are unavailable the Officers shall receive overtime, in addition to their regular pay.

28.2 Officers will not be requested or ordered to carry out painting, chipping, scraping, sagging, cleaning separation discs and down internals of oil purifiers, clean exhaust ports, scavenge ports (except for short periods of time it may be necessary to instruct new personnel in the cleaning of scavenge and exhaust ports).

28.3 When it is necessary for an Engineer to work inside the following tanks: Bunker "C" lubricating oil pumps; dirty oil cargo tanks; sludge tanks; work inside oil tanks; water tanks; air bottles; scavenger trunks; exhaust manifolds including exhaust ports of internal combustion engines, the fire side of boiler furnaces, combustion chambers, boiler tubes and smoke boxes of scotch, donkey or Cochrane boilers, enter and clean superheaters: air heaters spaces and economize sections of water-tube boilers, also cleaning dirty engine-room tank-tops, dirty bilges, and where men are working below floor plates, the Engineer will be paid at the rate of one times the hourly rate in addition to the appropriate hourly rate at the time that the work is performed, minimum payment for such work to be one hour.

28.4 It is recognized that some Officers may have special competency and skills beyond their normal qualifications, in particular relating to welding, burning or operating a lathe, and when called upon to do work of this nature, the Officer will be paid at the rate of one time the hourly rate in addition to the appropriate hourly rate at the time the work is performed. It is agreed, however, that the use of welding torch or lathe for simple operation not requiring special skill shall not be subject to this special payment. For greater clarity, the use of a welding torch for heating or the use of a lathe for operations not involving machining, cutting or boring shall not be considered to be work entitling employees to this special payment. To qualify for premium payment, the work in question must have prior approval of the Chief Engineer.

28.5 The Company shall pay all Officers who use heavy, mobile, unloading equipment a premium of ten dollars (\$10.00) per hour in addition to their regular hourly rate of pay which shall be increased each year by the same percentage wages are increased.

For the definition of this article, reclaimers, Bobcats, skid steers, Kubota tractors and other clean-up equipment are not included.

29. ESTABLISHED CUSTOMS

29.1 Any practice or custom, the benefits of which the Company has, prior to the date of this agreement, granted to Officers, shall not, by reason only of the terms and conditions of this agreement, be discontinued.

29.2 With the approval of the Master, an Officer may make arrangements to have **his/her** spouse (or common law spouse) accompany **him/her** for a period of up to but not more than thirty (30) days each season.

These arrangements will be approved for two (2) officers spouses at a time. The *officer's* spouse shall not interfere in any way with the operation of the vessel. The officer involved will be responsible for cleaning of quarters while the spouse is aboard, and the spouse will sign a waiver releasing the Company of all liability for any mishap that may happen while aboard the vessel.

29.3 With the approval of the Master, which shall not be unreasonably withheld, an Officer may, while the vessel is in port bring spouse 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 liability.

30. GUARANTEES

The Guild agrees that it will not establish rules or enforce regulations which will be any way contrary to or interfere with the full and effective implementation of the terms and conditions of agreement.

31. WELFARE PLAN

31.1 The Company agrees, effective May 1, 2001, to make a contribution of fourteen dollars and seventy-three cents (\$14.73) per position per day aboard the vessel.

Effective June 1, 2002 and each subsequent year for the term of this agreement the contribution will be increased by the percentage increase as per Article 13.

31.2 The company agrees to send the aggregate of the contributions for each month to the Welfare Plan Administrators as 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 the contributions are being made and the number of positions on each vessel, whether such positions are filled or vacant

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

32. PENSION PLAN

32.1 Where an Officer elects to contribute to the Guild's "Retirement Security Plan", the Company shall pay, on behalf of each Officer, in addition to his 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 shall pay, on behalf of each Officer, in addition to his 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.

32.2 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.

32.3 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 all of the Companies that are members of the said Committee.

32.4 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 afore said 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 each day worked.

32.5 Effective January 1, 1997, all new employee engineers or electricians 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.

33. ACCUMULATED LEAVE

33.1 Subject to the conditions and exceptions stated in this Section each Officer shall be entitled to take leave from the vessel on which employed, the leave to be calculated is equivalent to three (3) days of leave for each six (6) days worked of eight (8) hours per day.

33.2 Leave will not be granted for periods of less than fourteen (14) days without mutual consent. When an Officer has accumulated fourteen (14) days or more of leave and provided a request has been made thirty (30) days in advance the Officer shall be granted a minimum of fourteen (14) days leave.

33.3 All such leave shall be completed before the 15th day of December.

33.4 An Officer who has completed at least one (1) year of service with the Company shall be paid an allowance to defray reasonable travel expenses between the vessel and the Officer's home in Canada twice per season, both ways, when taking leave. These costs are to include first class surface passage plus meals and berth or economy airfare or car allowance where public transportation is not available. All claims for leave credit transportation allowance shall be supported by original receipts for the actual funds expended.

For Officers with five (5) or more years of service with the Company, effective January 1, 1998 an allowance equal to travel two and one half (2 ½) times per season shall be paid.

For Officers with five (5) or more years of service with the Company, effective January 1, 2000, the allowance shall be increased to three (3) times per season.

33.5 An Officer, prior to proceeding on leave, will notify the Chief Engineer in writing of the intended date of return to the vessel. In the event that the Officer is recalled to work prior to the expiration of such leave, he/she shall be paid at the overtime rate for all work performed between the time of recall and the time that leave would normally have expired as per written notification.

33.6 Officers working on a vessel of the Company that is utilized for winter navigation shall have the option of two (2) weeks leave before lay-up starts.

34. CLOTHING ALLOWANCE

34.1 Two pairs of coveralls shall be supplied to each Officer covered by this Agreement as soon as possible after joining the vessel, but in any case within thirty (30) days. Coveralls shall be replaced as necessary. Work gloves shall be available for Officers, to be replaced as necessary.

The Company agrees to pay to each employee an allowance of one hundred dollars (~~\$100.00~~) for the purchase of work related clothing.

34.2 After ninety (90) days of continuous service each Officer shall receive a one hundred and fifteen dollars (~~\$115.00~~) allowance to defray the cost of CSA safety boots, without receipts.

35. TRANSPORTATION IN CASE OF ACCIDENT OR SICKNESS

35.1 The Company shall reimburse an Officer following a work accident all transportation expenses from place of work to the nearest hospital or clinic. If the Officer is unable to return to work, as certified by a doctor, the Company shall reimburse transportation expenses from place of work, from the hospital or clinic to the Officer's residence in Canada.

36. LEGAL DEFENSE INSURANCE

36.1 Legal Defense 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 one dollar (\$100) per position, per day, effective June 1, 1996.

Legal Defense contribution shall increase to one dollars and twenty -five cents (~~\$1.25~~) effective June 1st, 2002.

37. HIRING SERVICE

37. Effective June 1, 1996, the Company agrees to pay to the CMSG the amount of one dollar and seventy-five cents (~~\$1.75~~) per position per day aboard the vessel. This amount 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.

The Hiring Service contribution shall increase to two dollars and seventy-five cents ((~~\$2.75~~) effective June 1st, 2002.

38. NEGOTIATING COMMITTEE

38.1 The Company agrees to pay the basic daily rate for three Officers while attending negotiations and no discrimination shall be shown against any Officer attending a negotiating meeting.

39. SEVERANCE PAY

39.1 An Officer who is permanently (in excess of twenty-four months), laid off 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.

40. RETROACTIVITY

40.1 Unless specifically mentioned, retroactivity will be paid on basic wages, overtime, welfare plan, hiring service and legal defense insurance.

41. TERM AND RE-OPENING

41.1 This agreement shall remain in force from June 1st, 2001 to May 31st, 2004, 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, 2004.

41.2 In the event neither party gives notice to reopen ninety (90) days prior to May 31st, 2004, 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, in which case this agreement shall terminate on the anniversary date in that year.

42. SUCCESSOR RIGHTS AND OBLIGATIONS

42.1 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.

In witness whereof the parties hereto have executed this agreement.

Signed this 20th day of June, 2002.

UPPER LAKES GROUP

Swa Alupedi

CANADIAN MERCHANT SERVICE GUILD

Gay Cook
John Simpson

LETTER OF UNDERSTANDING

NO.1

(Covering Engineers and Electricians)

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 purposes of this Letter of Understanding **is** an officer whose name does not appear under **the** provisions of Article 6.
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 6.4 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 made up of the ten (10) Officers who will be selected **on a** seniority basis, from **amongst** the officers who have previously worked in **relief** positions. The minimum number on this list **will** remain ten (10).
8. An officer becomes eligible to be placed on the relief Officer's list after he has accumulated one hundred and eighty (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**

UNION/MANAGEMENT

The Company and **Guild agree** to establish within ninety (90) days, of ratification of **this** contract a joint **committee**, to discuss mutual concerns between the parties.

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.

The committee will **meet every three (3) months** and each **group will submit topics they wish to discuss which shall form the agenda for the meeting.**

The committee may discuss grievances, which **are** currently in the system providing such discussions are done "without prejudice".

**LETTER OF UNDERSTANDING
NO.III
COMMUNICATIONS**

The Company agrees to **allow** the **Guild** to communicate with their representatives **for the purposes of conducting Guild business or in case of emergency through the use of** the vessel communications system.

**LETTER OF UNDERSTANDING
NO. IV
LEAVE SYSTEM**

The parties will meet within ninety (90) days following ratification for the purpose of jointly implementing **and/or** amending the Memorandum of Agreement on **this** matter.

The parties affirm their commitment to **the principal** of establishing a workable leave system and towards working diligently to develop and implement **such** a system based on the following parameters:

- The leave system **will** be implemented on a trial basis
- Subject to mutual agreement the trial program would commence with the **2003 operating** season and continue *for* the duration of the collective agreement
- The system **will** initially be implemented on a minimum of **two (2)** vessels and a maximum of **four (4)** vessels as availability of **vessels** and participating officers dictate
- The trial program will be optional
- **Officers** who choose not to participate **will not be** assigned to the **vessels** designated for **the** program
- The trial **leave** system will **be** jointly evaluated throughout **the** trial period
- **Extension or** expansion of the **leave** system will **be** based on mutual agreement following the program evaluation

LETTER OF UNDERSTANDING

Special Projects

It is agreed that, for special engineering projects, less than full complement of engineers may be employed on a vessel, providing:

1. **Officer's** participation is voluntary.
2. The Company shall supply food on board.
3. Officers shall be paid a bonus of twenty-five dollars (\$25.00) for each day so employed.
4. No special engineering project **shall displace** or diminish any period of normal fit-out or refit.
5. **The Company and the Guild shall** agree before a "Special Project" **is** declared.
6. The Company confirms that only 'Special Project' work, as agreed, will be performed during the period so designated.