

COLLECTIVE AGREEMENT

Between



ALGOMA CENTRAL CORPORATION

And



SEAFARERS' INTERNATIONAL UNION OF CANADA

Effective June 1, 2016- May 31, 2023

13285 (04)

WHEREAS the Company operates, owns, manages and/or bareboat charters ships in Canada in both inland and home trade voyages as defined by the Canada Shipping Act as amended, but not in foreign voyages as defined under the same Act, and for which the Union may have a separate form of Agreement

AND WHEREAS the parties are desirous of promoting collective bargaining and stability of industrial relations in the manner and upon the terms herein set out:

## 1. GENERAL PURPOSE OF THIS AGREEMENT

(a) The general purpose of this Agreement is, in the mutual interest of the Company and its unlicensed employees, to provide for the most reasonable operation of the Company's ships under methods which will further, to the fullest extent possible, the safety and welfare of the said employees and economy of operation. It is recognized by this Agreement to be the duty of the Union, the Company and said employees, to cooperate fully, individually and collectively, for the advancement of these conditions.

(b) A Labour Management Committee shall be established consisting of the following: One (1) Union Representative;

and

One (1) Management Representative.

The purpose of the Labour Management Committee shall be to discuss and resolve matters of mutual interest and grievances prior to referring them to arbitration.

Committee meetings shall be held no less than once every eight (8) weeks.

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

(c) An Occupational Health and Safety Labour-Management Committee having at least one S.I.U. of Canada representative on it is established to promote safe and healthy working conditions for persons employed in the Great Lakes shipping industry. It will not deal with matters such as operational safety or public safety.

## 2. RECOGNITION AND MANAGEMENT RIGHTS

(a) The Company recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for the unlicensed personnel employed on the Company's ships, which unlicensed personnel are hereinafter referred to as "employees" which word shall include the singular as well as the masculine and feminine.

(b) The Union agrees that the Captain, Chief Engineer, or designated Management representative have the exclusive right to hire, suspend, or discharge employees for cause, direct the crew, determine qualifications, promote or lay-off employees.

(c) Probationary Employees

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1. An Employee (other than a relief employee, job sharer or temporary employee as defined below) shall be considered to be a probationary employee until they have been employed by the Company in the bargaining unit for a period of ninety (90) days working on a vessel. During the period of probation, the employee's knowledge, skill, and ability for employment will be assessed by the Company.
2. At any time during the period of probation, an employee may be released by the Company if the Company judges the employee unsuitable for employment. In the event a probationary employee grieves his/her release, the Company shall be required to show that it acted reasonably in judging the employee unsuitable for employment with the Company.
3. Relief employees, job sharers and temporary employees are not considered employees on probation and may be released at any time.
4. "Permanent Employee" shall mean an employee who has completed the probationary period such as defined in 2. c) 1. and whose name is registered as per his/her seniority, according to the provisions of Article 9.
5. "Permanent Relief - is any crewmember who is employed to relieve three (3) other permanent employees consecutively. He has the right to go on regular scheduled time off and return after same to continue on further time off rotations. Permanent reliefs and single rating positions described hereafter shall be considered as permanent employees and shall accumulate seniority and be eligible for recall. These positions are Electrician, Head Tunnelman, Able Seaman and Mechanical Assistant assigned to self- unloaders.
6. "Relief Employee" shall mean any employee who is hired to replace a permanent crew member who is temporarily absent from the vessel for **any** reasons other than scheduled time off. Any employee hired as a medical relief shall have the option of assuming the scheduled time off of the employee they have relieved or accept a lay off. If they choose to be laid off they shall receive their Record of Employment and forfeit any recall rights for that position.
7. "Probationary Employee" shall mean an employee hired for the purpose of filling a permanent position and who has not completed the probationary period as defined in 2 c) 1.
8. "Temporary Employee" shall mean an employee hired on a temporary basis to fill the operational needs of a vessel. Upon completion of the assignment this employee shall be laid off and shall not be eligible for recall.
9. "Job Sharer" is any crewmember who is employed to relieve three (3) or fewer permanent employees consecutively. Upon completion of the relief work this employee shall be laid off and shall not be eligible for recall.

(d) Discipline shall be governed by the principles and procedures laid out in the Disciplinary Code as agreed to by the Company and the Union.

### 3. CLAUSE PARAMOUNT

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The parties to this Agreement will not establish rules or enforce regulations which will in any way be contrary to or interfere with the effective implementation of all clauses in this Agreement.

#### 4. GOVERNMENT LAWS AND REGULATIONS

Nothing in this Agreement shall be so construed as to affect the obligations of the signatories under the provisions of the Canada Shipping Act as amended, or other government legislation, or to impair in any manner whatsoever the authority of the Captain.

#### 5. MAINTENANCE OF MEMBERSHIP AND EMPLOYMENT

- (a) An employee covered by this Agreement who is not a member of the Union shall, within thirty (30) days of employment, make application for membership in the Union. If the Union refuses to accept such employee, a satisfactory written statement of reason must be supplied by the Union to the Company.
- (b) The Company agrees to maintain in their employ only members of the Union in good standing. "Good standing" is herein interpreted to mean that a member has not failed to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the Union.
- (c) The Company shall not be required to discharge any employee under paragraphs (a) and (b) above unless and until a qualified replacement is available, subject to the Captain's determination and the grievance procedure.
- (d) The Company agrees to deduct initiation fees and/or monthly Union dues and/or assessments in respect to all employees covered by this Agreement in the amounts as established by the Union.

In addition to the above amounts, the Company also agrees to deduct and remit to Union Headquarters any other amount of money when requested to do so by the Union.

All amounts required to be deducted by the Company by this Article shall be remitted to Union Headquarters no later than the 25th day following the end of the pay period.

- (e) The Union shall indemnify the Company and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Company for the purpose of complying with the foregoing provisions of this Article or in compliance with any notice which shall have been furnished to the Company under any of such provisions.
- (f) The Company agrees that during the period this Agreement is in effect, all personnel to be hired shall be requested through the offices of the Union closest to the location of the vessel for which the request is made. In addition, for security clearance, the Union shall supply the name of the employee to be dispatched and any additional relevant information required by Company and/or U.S. Authorities as soon as such name is determined to the person having made such a request.
- (g) The Union agrees that its dispatch facilities shall be available as follows:
  - 1. The Union Dispatch Halls shall be open for business Monday through Friday from 09:00 hrs. to 12:00 hrs and from 13:00 hrs. to 17:00 hrs.
  - 2. Shipping shall be conducted at all ports in accordance with the above stated hours, Monday through Friday.

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3. Telephone numbers of Union officials in each port shall be furnished to the Company in case of emergency calls for employment.
  4. Outside the hours of 09:00 hrs. to 17:00 hrs. and between 12:00 hrs. and 13:00 hrs.the Union Hall shall have an answering service available for incoming calls which are received.
  5. The Union Dispatch facilities shall be closed on all statutory holidays specified in Article 12 herein and on all other Federal and/or applicable Provincial statutory holidays. Where such statutory holidays fall on a Saturday or Sunday, the Union Dispatch Halls shall be closed on the following Monday or on the next juridical day should the following Monday be a statutory holiday.
- (h) The Union agrees to cooperate fully with the ships' officers and management of the Company in obtaining qualified, reliable employees having the required knowledge, skills and abilities to fill vacancies as they occur, knowledge, skills and abilities being equal seniority will be the deciding factor. When employees are requested, the Union agrees that the Company's requirements will be filled as quickly as possible.
- (i) When presenting themselves for employment, members shall remit a Union dispatch slip, discharge book and valid passport to the Captain or designated ship's officer. Members who are refused for employment must be furnished with a detailed valid reason for such refusal in writing by the Company within three (3) business days. A copy of the written reason will be forwarded to the designated representative of the Union. If the member is not accepted by the Company as a result of or because of an error committed by the Company in placing a call for a replacement, the said member shall be reimbursed any and all reasonable transportation costs to and from the vessel, living expenses supported by receipts, at the rates set out in Article 16, and shall receive one day's basic pay.
- All Employees are required 24 hours in advance of joining a vessel to verify the vessel's ETA at the point of embarkation with the Master.
- If the ship is delayed and any employee must stay overnight waiting for the vessel the Company shall pay reasonable living expenses supported by receipts, at the rates set out in Article 16, until the arrival of the vessel or until the call is cancelled.
- Should the vessel be delayed more than one full day after the ETA given by the Master, the Company will pay basic wages after the first stand-by day. The employee must supply the crewing department with his location and contact number.
- (j) The right of any employee to employment with the Company shall be conditional upon the employee being medically fit to perform his duties and in possession of a valid Transport Canada Marine Medical Certificate. The Company may, at any time, cause the employee to be medically examined at the Company's expense.
- (k) Refusal of any employee to work as directed or to obey lawful orders of his superior officers shall be grounds for discharge. Any employee who leaves a vessel without being properly relieved shall forfeit his or her job with the Company
- (l) The parties agree that where the Union fails or is unable to fill a request for qualified unlicensed replacement personnel acceptable to the Company having the knowledge, skills and abilities, within forty-eight (48) hours of the receipt of the Company's request, the Company shall be

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free to engage such unlicensed personnel through any other available source, subject to appropriate rules hereinafter.

1. Where an employee terminates, he shall provide the Company with a minimum of seventy-two (72) hours written notice. Such notice shall be in writing and in duplicate so that the employee can retain a signed copy. The Company shall immediately thereafter request the Union to supply the required personnel.

If the Union is unable to dispatch the replacement personnel within seventy-two (72) hours, the Company may hire replacement personnel from any other source available. Should this occur, the Company Representative upon hiring personnel shall immediately notify the nearest Union office.

2. When, as indicated above, the Company does not provide the Union with a minimum of seventy-two (72) hours' notice for replacement personnel, the Union shall in any event endeavour to dispatch the requested personnel within the time limits required by the Company. However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel. Should this occur, the Company Representative upon hiring personnel shall immediately notify the nearest Union office.
3. Where an employee terminates his employment without giving seventy-two (72) hours written notice to an Officer, the Company shall notify the nearest Union hall immediately with the request for replacement personnel. However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel. Should this occur, the Company Representative upon hiring personnel shall immediately notify the nearest Union office.
4. Where an employee is discharged for cause, a Company Representative shall notify the nearest Union hall immediately with the request for replacement personnel. However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel on a temporary basis only. Should this occur, the Company Representative upon hiring personnel, shall immediately notify the nearest Union office so that the replacement personnel hired by the Company will be replaced by a Union member as soon as possible.
5. Where an employee is discharged for cause, suspended or laid off from his employment, the Captain or Chief Engineer shall immediately furnish to the employee in writing the reasons for such discharge, suspension or lay off which the Captain or Chief Engineer shall sign. A copy shall be sent to the designated representative of the Union.

(m) The seventy-two (72) hour notice shall be waived at the employee's request, where there has been a death or other emergency in the immediate family of the employee.

(n) Where the Captain or Chief Engineer decides to lay off, twenty-four (24) hours' written notice shall be given to the employee affected, stating therein the reason for such lay off. Such notice may be in the form of an announcement placed on the ship's bulletin board.

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- (o) It is agreed between the parties that when an employee returns from sick leave or a regular leave, he will notify the Captain twenty-four (24) hours ahead of time in order to facilitate the paying off of the relieving employee

## 6. GRIEVANCE PROCEDURE

- (a) An employee who is refused employment, dismissed, suspended, laid off or transferred from his employment has the right to file a grievance with the Company through the Union within five (5) business days of its occurrence subject to the procedure outlined herein.
- (b) Where the employee has a grievance while working on board a vessel, he must present his grievance on Standard Grievance Form (if available) to the Captain or Chief Engineer with a copy to the ship's delegate within ten (10) days of the alleged occurrence.
- (c) Upon request of the grieving employee, the Ship's delegate shall assist in the grievance procedure. He shall not be subject to discipline for assisting the griever in the grievance procedure, provided such assistance does not interfere with the operation of the ship
- (d) The Captain or Chief Engineer shall acknowledge receipt and reply to the grievance by completing and returning to the griever a duly completed Standard Grievance Form (if available) within five (5) days of receipt of grievance.
- (e) If settlement is not achieved upon receipt by the griever of the Captain's or Chief Engineer's reply, the griever shall submit the Standard Grievance Form to the Union immediately.
- (f) Within thirty (30) business days of the Captain's or Chief Engineer's reply, the Union shall submit the duly completed Standard Grievance Form to the head office of the Company.
- (g) Within thirty (30) business days of the date the grievance is submitted by the Union to the Company's head office, the Company shall reply to the grievance.
- (h) The Union shall also have the right to submit a grievance in writing to the representative of the Company on behalf of all the employees in the bargaining unit or a group or category thereof within thirty (30) business days of the occurrence giving rise to the grievance. In both these instances above, the Company shall reply to the grievance as per clause (g) above.
- (i) A labour management meeting shall be held between the Company and the SIU prior to a grievance being referred to arbitration.
- (j) If the grievance is not settled at the meeting referred to in clause (i) of this Article, the grievance must be referred to arbitration within ten (10) business days thereafter.

## 7. ARBITRATION

Any grievance involving the interpretation or alleged violation of the provisions of this Agreement which has not been settled to the satisfaction of the Company and the Union by conference or negotiation, may be submitted to an arbitration board. Matters involving any request for a modification of this Agreement or which are not covered by this Agreement shall not be subject to arbitration.

- (a) The arbitration board shall consist of one (1) Arbitrator who shall be jointly selected by the Union and the

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Company. This selection shall be made within ten (10) business days after the request for arbitration has been made by either party to this Agreement. In the event that the parties fail within the said ten (10) business day period to agree upon the selection of an Arbitrator, the matter may be referred by either party to the Minister of Labour for Canada, who shall select and designate the Arbitrator.

- (b) In the event the arbitration board is vacated by reason of death, incapacity or resignation, or for any other reason, such vacancy shall be filled in the same manner as is provided herein for the establishment of the board in the first instance.
- (c) A statement of the dispute or question to be arbitrated shall be submitted by both parties, either jointly or separately, to the Arbitrator within fifteen (15) business days of his appointment. The arbitration board shall convene within twenty (20) business days following the appointment of the Arbitrator unless otherwise mutually agreed by the parties, and shall render its decision as soon thereafter as possible.
- (d) The decision of the board shall be limited to the dispute or question contained in the statement or statements submitted to it by the parties. The decision of the arbitration board 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, and the Union and all persons concerned.

- (e) 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 also 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.

## 8. UNION OFFICERS BOARDING VESSELS

- (a) The Company agrees to issue passes to the Union's representatives for the purpose of consulting with its members aboard vessels of the Company covered by this Agreement. Representatives of the Union shall be allowed on board vessels at principle loading and unloading ports as well as in the St. Lawrence Seaway and the Welland Canal and meet with their members in the public areas of the vessel ( i.e. messroom and recreation rooms). With the prior approval from the Captain or Chief Engineer, arrangements shall be made to meet with those employees on watch in the engine room or deck department, should the need arise, so long as it does not interfere with the operation of the vessel. Such representatives shall have the right to engage in negotiation with the Captain or officers in charge of the ship in respect of any dispute or grievance, but shall not have the right to interfere in any way with the operations of the vessel.
- (b) The Union shall submit to the Company the name and relevant particulars of the bona fide Union members authorized by the Union to act as its representatives provided that the Company, upon receiving from any representatives a waiver, in form satisfactory to the Company, of any claim for any damage resulting from any accident or injury in or about Company property, shall thereupon issue a Pass to each such representative enabling him to board the Company's ships in port for the purpose herein provided. In the event that such privilege is withdrawn from the designated Union representative, the Union will undertake to notify the Company to revoke such pass.
- (c) The Union representative shall not violate any provision of this Agreement or interfere with the Officers aboard the ship or retard the work of the vessels, subject to penalty of revocation of the Pass granted herein. Any such revocation shall be subject to the Grievance Procedure.

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- (d) The Company assumes no responsibility for securing passes to or through property owned or controlled by others, but the Company agrees to cooperate with the Union in endeavouring to secure such passes.
- (e) The Company grants to the Union the use of the bulletin boards for the posting of notices of Union meetings, elections, election results, appointments and social and recreational events or other legitimate Union business. The bulletin boards shall not be used by the Union or its representatives for posting and distributing brochures of a political or advertising nature.

9. SENIORITY AND PROMOTIONS

- (a) At the lay-up of the vessel for the season, the vessel/Company shall provide each satisfactory employee with a Notice of Intent which will contain the following information:

Name of Ship  
 Employee's Name  
 Home Address  
 Home Telephone  
 Rating Captain/Chief Engineer

This notice will certify that the employees listed have indicated their intention to resume their employment with that vessel for the following navigation season. The notice will be signed by the Captain/Chief Engineer as acceptance of the notice of intent and his endorsement. An employee is entitled to return only to the ship that the employee laid up.

The notice does not constitute a promise of employment if the vessel which was laid up is not placed in operation by the Company. Unlicensed personnel will receive a notice of forty-eight (48) hours but not less than twenty-four (24) hours prior to joining the ship unless exceptional circumstances arise. In this case a relief employee will be called for those unable to join on short notice.

The notice of recall for duty shall be by telephone. If by telephone and there is no answer, the Company will immediately send written notice by email, registered mail, priority post or courier. If a written notice is sent, the employee must acknowledge receipt of said notice within twenty-four (24) hours of its delivery. Failure to acknowledge shall constitute unavailability for service. The notice shall be cancelled in any undertaking expressed or implied where any employee proves unavailable for service at time of recall subject to reasonable traveling time allowance.

- (b) Should a permanent position become available, it shall be offered to the most qualified employees having the knowledge, skills, and abilities to perform the position in the following order of priority:
  1. An employee displaced as per clause 40 b
  2. The permanent relief employee in that rating on that ship.
  3. A permanent employee on that ship in another rating. Knowledge, skills, and ability being equal, the employee with the greatest seniority will be chosen.
  4. A permanent relief employee employed on that ship in another rating.
  5. A permanent or permanent relief employee from another ship within the fleet at large. When the company exercises this right, the employee promoted shall suffer no loss of wages or seniority for

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vacation pay purposes. All related transfer costs incurred by the promoted employee shall be reimbursed.

In any case, if a permanent relief employee is selected, he shall maintain his position on the time off schedule until a new schedule is drawn.

6. Should the position remain unfilled, the Company may promote a MUC who will then be paid the rate for the open position.
7. The relief or job sharer will be offered the permanent position if he/she is in that position at the time it becomes permanently open if it cannot be filled in accordance with the above.

In any case, if a permanent relief employee or any other employee as described in 7) or 8) is selected, the promoted person shall assume the position on the time off schedule until a new schedule is drawn.

- (c) A promotion shall like lay-offs and re-hiring's, be based on an employee's knowledge, skill, and ability. These being equal, the preference shall be given to an employee with the greatest seniority with the vessel.

Promotions are made on the basis of seniority and are given for a one hundred and twenty (120) day probationary period of work. The purpose of this one hundred and twenty (120) day probationary period is to allow the Company a period of time to evaluate the ability of the permanent employee promoted to a higher position. If the employee remains assigned to this new position for more than the one hundred and twenty (120) day probationary period, he may keep this position and his seniority for vacation pay purposes only. A promoted employee shall have the same wage rate as the permanent employee in that position.

However, if the promotion given to an employee is not granted or if the employee refuses this new position during the probationary period he has the right to return to his previous position. All employees hired to replace a newly promoted or transferred employee will be hired in a relieving capacity until such time as the promotion or transfer is confirmed.

In the case of a promotion or transfer between departments due to illness or accident sustained by another permanent employee, the conditions herein above do not apply other than the payment of the applicable wage rate.

- (d) Should the position remain unfilled, the Company may select a person from the Unlicensed Relief Pool, who will be paid the applicable wage rate as per Article 19. This selection will be based on a person's knowledge, skill, and ability.

These selections are given for a one hundred and twenty (120) day probationary period of work. The purpose of this one hundred and twenty (120) day probationary period is to allow the Company a period of time to evaluate the ability of the selected person.

However, if the promotion given is not granted or if the person refuses this new position during the probationary period, they have the right to return to the Unlicensed Relief Pool.

- (e) The Company shall encourage as much as possible the promotion of employees covered by this Collective Agreement to the positions of bridge officer or officer-engineer.

A period of twelve (12) consecutive months from the date of promotion for an employee to accept a

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bridge officer's position or an officer-engineer's position. If this promotion is not granted, he has the right to return to his previous position. All employees hired to replace this employee will be hired on a relief basis until the time the promotion is granted.

However, effective on the date the promotion is accepted or the expiration of the twelve (12) month period mentioned above, the employee will have forfeited all his rights under this collective agreement.

- (f) Where the Company commissions additional vessels, the Company may reassign of the required crew for the additional vessel from other vessels within the existing fleet. Where the Company exercises these rights, employee transfers resulting therefrom shall be made at no expense and no loss of employment to the employees affected by the said transfers. Any further crew adjustments shall be mutually agreed to by the Company and the Union.
- (g) A permanent employee will lose his seniority and forfeit his position in the following cases:
  - (a) dismissal;
  - (b) resignation;
  - (c) lay-off for more than twenty-four (24) months;
  - (d) when the twenty-four (24) month period as per Article 40. is completed;
  - (e) failure to rejoin the vessel in accordance with the provisions of Article 9. (a).
  - (f) failure to comply with the conditions provided in Article 36 (f);
  - (g) failure to comply with conditions provided in Article 36 (g);
  - (h) in accordance with the provisions of Article 9. (d);
  - (i) after a period of twenty-four (24) months of being injured or sick.

#### 10. VACATION PAY

- (a) An employee having completed less than one (1) full year of service with the Company shall receive vacation pay as per Article 10 (f) equal to four percent (4%) of his gross wages earned during the current pay period.
- (b) An employee having completed one (1) year of service with the Company or up to and including five (5) full consecutive years of service with the same employer shall receive vacation pay as per Article 10 (f) equal to five percent (5%) of his gross wages earned during the current pay period.
- (c) An employee having completed more than five (5) full consecutive years of service with the Company shall receive vacation pay as per Article 10 (f) equal to seven percent (7%) of his gross wages earned during the current pay period.
- (d) An employee having completed more than ten (10) full consecutive years of service with the Company shall receive vacation pay as per Article 10 (f) equal to eight percent (8%) of his gross wages earned during the current pay period.
- (e) Effective June 1, 2017 an employee having completed more than fifteen (15) full consecutive years

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of service with the Company shall receive vacation pay as per Article 10 (f) equal to nine percent (9%) of their gross wages earned during the current pay period.

- (f) The right of an employee to receive vacation pay pursuant to paragraphs (a),(b),(c),(d), and (e) above shall not be affected in any way where such employee is absent from his employment for reasons satisfactory to the Captain.
- (g) The Company shall pay all accumulated vacation pay to an employee at the end of each pay period.
- (h) The Company will recognize the seniority accumulated by S.I.U. members for vacation pay purposes if they are promoted into an Officers' bargaining unit.
- (i) A season of service is defined as consecutive season(s) from hire to anniversary date and, in accordance with the preceding clauses of this Article, the percentages shall change one (1) day after anniversary date.
- (j) When any ship is sold or transferred to a Company which is covered by an S.I.U. Collective Agreement, transferred employees will carry their entire seniority to the new owner or operator for the purpose of vacation pay calculations.

#### 11. GENERAL AND EMERGENCY DUTIES

- (a) In addition to the duties specifically imposed by this document, all employees shall perform competently the ordinary duties pertaining to their positions on the vessel.
- (b) Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of or rendering assistance to other vessels, lives, property or cargoes, shall be performed at any time on immediate call by all employees and notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event shall overtime be paid for the work performed in connection with such emergency duties of which the Captain shall be the sole judge.
- (c) The Captain will, whenever he deems it advisable, require any employee to participate in lifeboat or other emergency drills. Such drills will take place at least once per calendar month.
- (d) Members of all departments where directed by the Captain/Chief Engineer or their designate may be assigned to assist in another department or with other duties at their regular rate of pay provided they are capable of carrying out the duties safely. As an example, Mechanical Assistants are to assist with the taking and placing on board stores in addition to their regular duties. If however, an employee is required to assume a position rather than assisting someone already in that position, they shall be paid at the appropriate rate of pay for the classification they have been re-rated to or their regular rate of pay, whichever is higher. Furthermore, it is understood this is an expectation of the entire crew meaning all employees on board will assist where required without being limited to what falls under regular duties.

#### 12. STATUTORY HOLIDAYS

- (a) The Company agrees to recognize the following holidays:

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| 1. New Year's Day | 7. First Monday in August |
| 2. January 2nd    | 8. Labour Day             |

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| 3. Good Friday   | 9. Thanksgiving Day |
| 4. Victoria Day  | 10. Remembrance Day |
| 5. Easter Monday | 11. Christmas Day   |
| 6. Canada Day    | 12. Boxing Day      |

- (a) In the event that any of the above holidays fall on a Saturday or a Sunday, the following Monday will be observed and paid at the same rate as a Statutory Holiday. The work performed on a holiday shall be that usually performed on a Sunday. If an employee does not work on a Statutory Holiday, he will receive his usual daily wage. If an employee is required to work on a Statutory Holiday, he will be paid for each hour worked double time and one half (2 1/2) his basic hourly rate.
- (b) If any Statutory Holiday falls during an unlicensed crew member's scheduled time off, he will be paid a day's basic pay on the first pay day following his return to work. This paragraph will not apply in the case where an unlicensed crew member takes time-off after November 30th and does not return to work prior to fit-out.
- (c) In addition to the rates of pay indicated in Articles 14(g) first paragraph, and 22, it is agreed between the parties that should this work be done on a Statutory Holiday an employee shall receive an extra hour's basic pay for each hour worked.

### 13. OTHER CONVENIENCES

- (a) The following items shall be supplied to the unlicensed personnel employed aboard vessels of the Company.
1. A suitable number of clean blankets for each employee.
  2. An adequate supply of sheets, pillow cases, hand and bath towels, standard brand or generic face soap and laundry soap or detergent, to be supplied at least once a week.
  3. An adequate supply of crockery.
  4. The Company agrees to supply on each vessel a washing machine, an iron and ironing board and where electrical capacity and space are available an electric dryer, and where space presently permits, space for drying clothes will be made available.
  5. Equipment for the purpose of making coffee shall be made available in the engine room and wheelhouse of all vessels.
  6. The Company will make available onboard exercise equipment where space permits

The Company agrees to pay the cost of maintenance of these appliances necessitated by normal wear and tear. Any members willfully damaging or destroying linen, mattresses, and/or any of the above equipment, shall be held accountable for same and may be terminated.

- (b) Upon request, the Company shall supply three (3) pairs of coveralls, one (1) of which may, upon the employee's request, be insulated, to all permanent or permanent relief employees of the Engine room or Deck departments who have been in the employ of the Company for a minimum of ninety (90) days. Such items shall be replaced annually, if necessary, upon presentation of the old items.

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- (c) All permanent employees, including permanent reliefs, will be given two hundred dollars (\$200.00) allowance towards the purchase of safety boots. This allowance shall be paid to each permanent and permanent relief employee at the end of November of each year by separate bank deposit. Only CSA approved boots are acceptable. To receive this reimbursement, the employee must have been in the employ of the Company for a minimum of ninety (90) days.
- (d) All vessels of the Company shall carry on board a sufficient number of leather gloves with leather reinforced palms in a variety of sizes. One pair of such gloves shall be issued to the Deck Department and a further pair will only be issued upon the first pair being turned in showing proof of sufficient wear and tear. The Master or an Officer delegated by him shall administer this clause. Each member of the deck crew shall be issued rain gear which is to be left with the vessel on his leaving. Except for normal wear and tear he will have the value of the rain gear deducted from his last pay if the rain gear is lost or willfully destroyed.
- (e) The Company agrees to supply on each vessel one (1) stool for the use of the Wheelsman. Such stool shall be available for use under circumstances satisfactory to the Captain or the Officer of the watch.
- (f) With the prior approval of the Captain or Chief Engineer which shall not be unreasonably withheld, an employee may, while the vessel is in port, canalling or at anchor, make private arrangements with other crew members to exchange watches and thereby permit him to go ashore.
- (g) The Company shall supply treated water for drinking on all vessels, accessible to all crew members in each department.

14. MEALS, COFFEE TIME AND LUNCHES

- (a) Meal hours, when practicable, shall be as follows, unless otherwise directed by the Captain but in no case shall the indicated hours be altered more than one half (1/2) hour in either direction, except in an emergency.

BREAKFAST from 07:30 hrs. to 08:30 hrs.  
 LUNCH from 11:30 hrs. to 12:30 hrs.  
 DINNER from 17:00 hrs. to 18:00 hrs.

- (b) A fifteen (15) minute coffee break shall be allowed each member of the crew on each watch, and for crew members on day work each morning and afternoon. Such coffee breaks for day workers shall be taken at the hours of 10:00 and 15:00 when the nature of the work permits, otherwise as near as possible to those hours. For watchkeepers such coffee breaks shall be taken as near as possible to the middle of the watch, and coffee must be available.
- (c) Where overtime is worked, coffee breaks must be allowed every two (2) hours. These coffee breaks shall be given in such a way that the operations shall not be unnecessarily interrupted.
- (d) Night lunches shall be available for crews changing watches and those called to work overtime.
- (e) The Company agrees to make every effort to supply fresh milk and fresh fruit and vegetables, and to provide meals in full and plentiful quantity at meal hours.
- (f) When a vessel is not in operation and meals as scheduled in Article 14(a) are not prepared for and served to the unlicensed employees who have not been laid off and are on board ship, the Company shall pay to or reimburse each crew member a meal allowance as indicated in Article 16.

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- (g) Should an employee not receive one (1) full unbroken hour to eat a meal, he shall have one-half (1/2) an unbroken hour in which to eat a meal and be paid straight through the hour at the overtime rate Monday through Friday and at the double (2) time rate outside an employee's regular hours of work and on Saturday, Sunday and Statutory Holidays.

Should an employee not receive one-half (1/2) an unbroken hour in which to eat a meal, he shall be paid in addition to his wages earned one (1) hour at the overtime rate Monday through Friday and at the double (2) time rate outside his regular hours of work and on Saturday, Sunday and Statutory Holidays.

- (h) During the repair period, when meals are not supplied on board ship and the laid-up vessel is at a distance where more than one (1) hour is required to have lunch, the Captain, Chief Engineer or the Officer in charge, with the support of the Company Head Office, will grant additional time (up to thirty (30) minutes) for the lunch period.

Should abuses occur involving the above mentioned policies, the cases must be brought to the attention of the Company in order that remedial action, if necessary, may be initiated.

## 15. TRANSPORTATION

- (a) The Company shall provide for a permanent employee's transportation expenses only under the following circumstances:
- (i) When the vessel is laid-up and the employee is being sent home. This would also apply to relief employees who have received a letter of intent for the following shipping season.
  - (ii) When the vessel is being fitted out and the employee is being called back to the ship.
  - (iii) When going on or returning from scheduled time off.
  - (iv) When the employee has to get off the ship due to illness or injury or is returning to work after same. In this case he shall have to show evidence of qualification for E.I. or S.M.P. sick benefits or Worker's Compensation.
  - (v) When the employee is being transported by the Company during the course of his employment.
- (b) The Company shall pay reasonable transportation costs for an employee to travel to and from his home (as established in sub-paragraph (v) and (vi) below) in Canada. These costs are to include:
- (i) Economy surface passage (train or bus) and or airfare.
  - (ii) Reasonable hotel accommodation and meal expenses when necessary, as per Article 16.
  - (iii) At the end of each season, the Company will reimburse up to one-hundred dollars (\$100.00) maximum per season for excess baggage costs upon presentation of receipts.
  - (iv) Where no public transportation is available and the employee must use his own vehicle, the Company shall pay a one-way car allowance of forty-six (\$0.46) cents per kilometre. In exceptional cases the employee shall request authorization from the company prior to

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the use of a taxi, original receipts must be submitted for reimbursement.

- (v) For the purpose of establishing home, all permanent employees will be required at the commencement of each season to confirm with the Company a home address. Should at any time during the season, a permanent employee relocate to another location the Company will not be responsible for any increase in travel costs as a result of the relocation.
  - (vi) For the purpose of establishing home, all new permanent employees will be required at the commencement of their employment to confirm with the Company a home address. Should at any time during the season a permanent employee relocate to another location the Company will not be responsible for any increase in travel costs as a result of the relocation.
  - (vii) Permanent employees hired after June 1<sup>st</sup>, 2011, upon joining the vessel, will be responsible for their own transportation to the designated airport closest to the employee's home (Thunder Bay, Toronto, Montreal, Quebec City, Moncton, Saint John, Fredericton, Charlottetown, Halifax, Sydney, St John's, Gander and Deer Lake). The cost of transportation from the designated airport to the vessel will be paid by the Company. Upon leaving the vessel, the Company will pay the transportation cost from the vessel to the designated airport closest to the employee's home.
  - (viii) To be eligible to have the Company pay the transportation costs, the employee must complete his/her assigned tour of duty. If an employee quits or is dismissed for just cause, transportation costs will not be paid by the Company.
  - (ix) With the exception of mileage reimbursement when that is the most economical means, all other travel costs and expenses will only be covered when an Employee makes travel arrangements through the Company's designated travel agent.
- (c) The Company shall ensure that the employee receives his transportation expense reimbursement within twenty-one (21) days after the date of receipt by the Company. All claims for transportation must be sent to the Company by Priority Post. Should the Company fail to reimburse the expenses within the twenty-one (21) day period, then they shall supply the employee with a prepaid airline ticket back to his vessel should the employee so request. Should the employee not utilize the prepaid ticket for its intended purpose, he shall be responsible to the Company for any costs incurred by the Company.
- Further should an employee accept a prepaid ticket and not return to the vessel, he shall repay the cost of such ticket to the Company.
- (d) At annual fit-out an employee shall be given forty-eight (48) hours' notice prior to joining his vessel. Notice shall be given in accordance with Article 9(a). If the notice or call for recall is for less than forty-eight (48) hours and necessitates the employee to travel on the previous day to join the vessel, he shall be paid eight (8) hours pay at his basic hourly rate of pay to cover travelling time.
  - (e) When an employee falls sick or is injured, it will be the duty of the Captain to see that the employee gets first-aid or medical treatment as quickly as possible. Transportation to and from the hospital or clinic shall be provided in accordance with (b) above, subject to the provisions of the Workplace Safety and Insurance Board (WSIB) legislation, and the doctor's recommendation, an employee may be assigned to light duties for a reasonable duration otherwise he shall be transported home.
  - (f) All job sharing and relief employees (including medical reliefs) who complete their relief assignment shall be paid the transportation costs back to the Dispatch Hall where the job call was originally placed with the exception of the end of the shipping season when they shall be paid the transportation costs to their home or the Dispatch Hall where the job call was originally placed, whichever is the lower cost.

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- (g) 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, without receipts, upon arrival on 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 arrangements and costs. The fixed amount would vary according to the location of the ship and the origin or destination of the employee. This option would apply to permanent, relief and job sharing employees.

#### 16. ROOM AND MEAL ALLOWANCE

When the Company does not provide room and board, an employee, during the course of their employment, shall receive up to twenty five dollars (\$25.00) per meal and up to one hundred and fifty dollars (\$150.00) shall be allowed for a room per night exclusive of taxes. These expenses are to be paid by the Company upon production of original acceptable, detailed and itemized receipts. All travel arrangements must be booked through the Company's designated travel agent. If the travel agent is unable to secure a hotel that falls within the allowable limits the Company will cover the additional expense.

#### 17. SAFETY AND EQUIPMENT

- (a) The Company shall make every effort to furnish and maintain safe working gear and equipment for the protection of its employees and shall continue to make reasonable provisions and rules for their safety.
- (b) When a vessel is canalling, berthing or letting go, the Company agrees to use a Signalman in addition to the Winchman. The only exception to this is when mooring winches are side controlled and/or when hands free mooring is utilized.
- (c) Two (2) unlicensed crew members shall be used for handling mooring lines at all times, one forward and one aft. When pulling traditional long and heavy bow and stern lines, two (2) unlicensed crew members per line shall be used.
- (d) Crew members required to work in cargo holds while unloading or loading operations are in progress, shall be under continuous surveillance by someone on deck.
- (e) Members of the engine room shall not be required to work on staging or Bosun's chair while the ship is under way. Crew members shall not be required to work on staging overside while the vessel is under way.
- (f) Goggles, hard hats and respirators shall be signed for. Immersion suits which meet MOT standards shall be provided to all crew members on all vessels. It is understood that each unlicensed crew member shall be fully responsible and accountable for the suit at all times. If any of the above items are not returned at termination of employment, the Employee shall pay for the cost of replacement.
- (g) During the hours of darkness outside painting must not be performed.
- (h) First-aid kits, life preservers, life-jackets, portable life rafts, etc., shall not be stored away while on the run immediately prior to winter lay-up, nor shall the lifeboats be emptied of their equipment, permanently covered or securely lashed in preparation for such lay-up.
- (i) It is agreed that any safety regulations that the Company may now have in force for the safety of the vessel and crew, and any further safety regulations which the Company shall put into effect and bring to the attention of the crew, shall be strictly adhered to by all crew members.

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- (j) It is recognized that with bulkers and self-unloaders it may be necessary for some hatches to be opened while the vessel is proceeding to a loading port and in transit when the routine cleaning of cargo compartments can be accomplished; however, due care and control must be exercised when engaged in this practice. Captains are reminded of their overall responsibility for safety of the vessel and protection of the crew, bearing in mind the condition of the ship, prevailing and expected weather conditions and sea state.
- (k) Deck personnel shall not be required to perform outside soogeeing when the temperatures are below the freezing point. Transport Canada Regulations will be followed in regard to the handling of hoses.

18. FAMILY VISITATION

- (a) An Employee who has completed one (1) full year of service with the Company, may make arrangements to have his spouse (or common law spouse) accompany him on board for a period of up to, but no more than, fifteen (15) days once each calendar year provided the Employee's accommodations are suitable (i.e., single room). This privilege will only be granted on voyages in Canadian waters excluding the Arctic.
- (b) Requests for such visitation shall be made in writing a minimum of thirty (30) days in advance and shall be granted on a first come first serve basis. These arrangements will be approved for only one (1) unlicensed employee's spouse (or common law spouse) at a time.
- (c) The employee's spouse (or common law spouse) shall not interfere in any way with the operation of the vessel and shall sign a waiver releasing the Company of all liability for any mishap that may happen while aboard the vessel.
- (d) With the prior approval of the Captain or Chief Engineer which shall not be unreasonably withheld, an employee may while the vessel is in port, bring his 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 employee must sign a Company waiver releasing the Company of all liability

19. SCHEDULE OF WAGES

Schedule of wages, including a 1.6% increase effective June 01, 2016:

	Basic Hourly Wage Rate (Mon-Fri)	Time & One Half Overtime Rate per hour worked Sat. & Sun. & in excess of 8 hrs. Mon-Fri	Double Time Overtime Rate per hour worked in excess of 8 hrs. Sat & Sun
Able Seaman	\$27.54	\$41.31	\$55.08
Ordinary Seaman	\$23.91	\$35.87	\$47.82
Mechanical Asst.	\$27.54	\$41.31	\$55.08
Electrician	\$32.79	\$49.19	\$65.58
Head Tunnelman	\$27.03	\$40.55	\$54.06
Tunnelman	\$25.97	\$38.96	\$51.94
Chief Cook	\$31.74	\$47.61	\$63.48
Second Cook	\$24.11	\$36.17	\$48.22

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Entry Level Positions (see Note # 1)

Ordinary Seaman	\$21.52	\$32.28	\$43.04
Mechanical Asst.	\$24.79	\$37.19	\$49.58

Effective June 01, 2017 the wage rates shall be increased by 1.6%.

Effective June 01, 2018 the wage rates shall be increased by 2.2%.

Effective June 01, 2019 and on June 01, 2020 the wage rates shall be increased by 2% or COLA whichever is greater.

Effective June 01, 2021 and on June 01, 2022 the wage rates shall be increased by 2.2% or COLA whichever is greater.

COLA being the cost of living index covering the previous twelve (12) month period ending May 31.

Note # 1.

A separate wage scale applies for entry level positions for the ratings of Ordinary Seaman and Mechanical Assistant. This wage scale will apply to new employees in the Seafarers' International Union for the first one hundred and eighty (180) days worked in the domestic maritime industry, supported by Transport Canada Discharge book records. After a new employee has worked one hundred and eighty (180) days, his basic rate of pay will be adjusted to the regular wage scale.

The Basic hourly rate for entry-level ratings will be maintained at 90% of the full rate for the designated positions.

20. WORK WEEK AND OVERTIME

- (a) The regular work week shall be forty (40) hours, consisting of five (5) days of eight (8) hours per day, Monday through Friday. The regular work day shall be eight (8) hours per day on each day from Monday to Friday, inclusive.
- (b) Each employee shall receive wages at the appropriate basic hourly wage rate for each job classification as stipulated in the Schedule of Wages contained in Article 19 hereof, for eight (8) hours per regular work day (Monday through Friday) whether or not he is called upon to work the said full eight (8) hours, provided that he is available for work during the said eight (8) hours.
- (c) Considering that the operation of ships is of a continuous nature and that consequently work must be performed in excess of the regular work week, it is agreed that overtime shall be paid for such work in accordance with the following provisions. It is further agreed no employee shall be required to perform more than sixteen (16) hours of continuous work, excluding meal hours, in a twenty-four (24) hour period.
- (d) During the navigation season; the Company agrees to make available to non-watchkeepers in the deck and engine room departments, eight (8) hours of work at the overtime rate in a spread of twelve (12) hours from 06:00 hrs. to 18:00 hrs. on Saturday and on Sunday in every week.

Should a bulker be in port for the week-end, only one (1) day shall be guaranteed as per the above hours.

- (e) The overtime rate is defined as being one and one-half (1 1/2) the applicable basic hourly wage rate for each job classification as stipulated in the Schedule of Wages contained in Article 19 hereof.
- (f) The overtime rate shall be paid for the first eight (8) hours worked on Saturday and Sunday and for all hours worked in excess of eight (8) per day Monday through Friday. For hours worked in excess of

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eight (8) on Saturdays and Sundays, the rate of pay shall be double time.

- (g) An employee performing overtime work which ceases before the expiration of one (1) hour shall nevertheless be credited with one (1) hour's overtime. After the first hour of overtime, each further period of one-half (1/2) hour shall entitle the employee to one-half (1/2) hour at the overtime rate.
- (h) When employees are called out to work on overtime and then "Knocked off" for less than two (2) hours, excepting where an employee is recalled for his regular duties, overtime shall be paid straight through.
- (i) For the purpose of calculating overtime, a "day" shall refer in all cases to the period from midnight to midnight.
- (j) Overtime payment shall not be duplicated for any hour of work, i.e., there shall be no pyramiding of overtime.
- (k) An employee who is not on regular duty when called for overtime work shall be allowed as a general practice thirty (30) minutes in which to dress. However, the Union recognizes that under special circumstances the Captain may not be able to comply.
- (l) Within twenty-four (24) hours of completion of any overtime work, the employee and the officer in charge shall both sign duplicate overtime sheets recording the duration of such work. One (1) copy of the sheet shall be given to the employee and the other retained by the Captain. In the event a question arises as to whether work performed is payable as overtime, or if the claim is rejected, the Senior Officer must sign "Disputed" and indicate the reason(s) for non-approval. In the case of a dispute, the matter shall immediately enter the Grievance Procedure as provided for in this Agreement.
- (m) The Company agrees to supply overtime books or sheets for the purpose of keeping a record of overtime worked. Where the Company fails to supply the said overtime books or sheets, employees' overtime claims shall be considered as valid on any form of paper.
- (n) Overtime shall be divided as equally as may be reasonably practicable among the employees who normally work in that department ie: Deck, Engine, and Galley. Hours offered and refused shall be counted as hours worked for calculation.
- (o) Subject to Article 2 (b) (Captain's management rights) ordinary seamen shall have the right to select whether they will be assigned to a watch or day work by seniority at the beginning of the vessel's navigation season. This decision must be made in accordance with the crewing regulations of Canada.
- (p) Watchkeepers shall have the right to select their watch by seniority at the beginning of the vessel's navigational season.

## 21. HOURS OF WORK

- (a) i) The regular hours of work for all employees who are assigned to standard watches (i.e. watchkeepers) shall be eight (8) hours during each calendar day on a three (3) watch system, so that four (4) hours on watch shall be followed by eight (8) hours off watch, except when in the Captain's or Chief Engineer's discretion it is deemed advisable to break watches while a vessel is in port, anchored or not otherwise under way.
- ii) On bulkers the watch system established shall be on a week by week basis. If as a result of operating circumstances the watch system needs to be broken, the Captain will endeavour to

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provide the employees affected with seventy-two (72) hours' notice except in unforeseeable circumstances.

- (b) The regular hours of work for non-watchkeepers in the Deck and Engine Room Departments shall be any eight (8) hours in a spread of twelve (12) hours from 06:00 hrs. to 18:00 hrs., Monday through Friday.

Non-watchkeepers are those employees who are not assigned to standard watches excluding members of the Steward's Department who are covered under Article 21(d).

- (c) When employees of the Deck Department are required to do spray painting, they shall be "Knocked off" one-half (1/2) hour early to clean up. Coveralls and respirators will be supplied.
- (d) The regular hours of work for Chief Cooks and Second Cooks, who are also classified as non-watchkeepers, shall be eight (8) hours during each calendar day, in a spread of (12) hours as determined by the Captain from time to time. The Company undertakes to post a working schedule aboard all ships so that each member of the Steward's Department will be aware of his actual duty time. Members of the Steward's Department will be paid the applicable overtime rate for all work performed outside their posted working schedule, provided such work has the prior approval of the Captain.
- (e) Between the hours of 18:00 and 06:00 employees will not be assigned duties which include painting and soogeeing without payment of the following premiums:
  - (i) Monday to Friday the rate of payment for the above duties will be at the rate of time and one-half (1 1/2).
  - (ii) On Saturday, Sunday and on Statutory Holidays, payment for the above duties will be at the rate of double time (2).

It is generally understood that there shall be no chipping and scraping between the hours of 18:00 and 06:00.

- (f) Whenever possible upon the employee's request, and the vessel is in port, Saturday and Sunday may be given off. Every consideration shall be given to reasonable requests for time off in port for the purpose of obtaining medical care, cashing Company cheques, legal counsel or the necessities of life.
- (g) Should a watchkeeper fail to report at his regular post at the beginning of his watch, his mate on the preceding watch shall remain on duty until a substitute is secured. The missing employee, when he reports, may then work extra time so that each will have worked his regular eight (8) hours for that day. If it is necessary to pay overtime because of these circumstances, the additional cost will be deducted from the wages of the employee who was missing from his watch.

Should a vessel be short of a watchkeeper, the remaining two (2) watchkeepers will go on six (6) hour watches until a suitable replacement can be secured. Should a vessel sail from port short one or more watchkeepers, the Captain or Chief Engineer may promote on a permanent basis a member of the vessel's crew to re-establish the three (3) watch system.

- (h) The Company agrees that all vessels shall be manned with crews sufficient and efficient to meet the requirements of the operations.
- (i) When a vessel sails without a full complement of day workers through negligence in not requesting replacements through an S.I.U. dispatch hall, the wages of the absent members will be divided equally among the remaining day workers in that Department.

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- (j) When employees standing sea watches are promoted for the purpose of replacing employees who are injured, sick or absent, they shall receive the differential in pay while so acting.
- (k) The Company shall give preference to the unlicensed personnel having the required knowledge, skill, and abilities for any winter work providing the person is qualified. The total remuneration for this type of work will be twenty dollars and eighty-six cents (\$20.86) per hour effective June 01, 2016 and shall be increased in accordance with Article 19 – Schedule of Wages. This rate shall be increased by the same percentage as the wage increase for each year with the current figure as the base.
- (l) Employees required to remain on board in port after the completion of their watches or the regular day work, shall be paid all hours required to remain on board at the appropriate hourly rate.
- (m) Employees required to operate “chipping guns” will be limited to no more than two (2) consecutive hours of actual operating time followed by a two (2) hour break from this equipment and the total hours worked with this equipment during a work day is not to exceed four (4) hours of actual operating time. If there is a discrepancy between this article and the Company's Safety Management Manual, then the Safety Management Manual will prevail, but will not impose conditions less favourable than those outlined in this article.

## 22. STEWARD'S DEPARTMENT

- (a) Routine duties for members of the Steward's Department include the supervision, preparation and serving of the regular meals, the preparation of night lunches, the cleaning and maintaining of all dining and messrooms, galley, pantries, storerooms, linen room, all departmental equipment, and routine cleaning of refrigeration spaces, but not to include work covered in paragraph (e) below.
- (b) In addition to his regular hours of work, one (1) hour of overtime per week will be allowed to one member of the Steward's Department for the purpose of issuing clean linen. Laundry and linens shall not be issued while meals are being served.
- (c) In addition to his regular hours of work, two (2) hours' overtime per month will be allowed to one member of the Steward's Department each time the walk-in refrigerating spaces are defrosted and cleaned, provided such work is approved in advance by the Captain, Chief Engineer or Officer in charge.
- (d) Members of the Steward's Department shall be paid their specified overtime rate for all work performed outside of their posted eight (8) hour working schedule providing such work is authorized by the Captain, Chief Engineer or Officer in charge.
- (e) On vessels where persons other than the crew members, crew member's families, mobile utility crew members and officials of the Company and/or the Union are lawfully carried aboard, the Company agrees to pay eleven dollars and thirty cents (\$11.30) per day for each person, to be distributed equally among the members of the Steward's Department. While the ship is in port, if meals are supplied to any persons who are not members of the crew, crew member's families, mobile utility crew members or officials of the Company and/or the Union, the Company agrees to pay five dollars and thirty cents (\$5.30) per meal, to be equally distributed among the members of the Steward's Department, provided that the provisions of this clause shall not apply to pilots. For the purpose of this article, crew member's family shall mean spouse and children. Should the Company allow other family members aboard the vessel, the members of the Steward's Department shall be compensated in accordance with the above amounts.

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- (f) The Company shall supply aprons to all members of the Steward's Department.
- (g) When a Chief Cook or Second Cook has completed a full season with the Company and has worn whites, the Company shall, at its discretion, supply a new set of whites or pay the employee an allowance of one hundred and twenty-five dollars (\$125.00). Galley Staff will wear uniforms as per Company Policy. These articles shall be laundered at the Company's expense.

23. INTERRUPTION OF WORK

- (a) It is agreed that there shall be no strikes, walkouts, lockouts, secondary boycotts, or other similar interruptions of work during the term of this Agreement or any renewal thereof, and disputes and grievances shall be adjusted through the regular channels established in the Grievance Procedure.
- (b) There shall be no discrimination, interference, restraints, or coercing by the Company against any employee because of membership in the Union. The Union agrees not to intimidate or coerce or threaten employees in any manner that will interfere or hinder the effective carrying out of this Agreement and the principles contained herein, and will assist and cooperate with the Captain, Chief Engineers and Executives of the Company in maintaining discipline aboard ship.
- (c) It is agreed for the purpose of this Agreement that the refusal of an employee to pass through a lawful picket line shall not be construed as a violation of this Agreement and shall not be reason for dismissal.

24. SHORT PERIOD LAY-UP

- (a) When a bulker lays up (during the navigation season) the Company will have the option of keeping a portion of the unlicensed crew to perform deck or engine room maintenance. The Company will have the right to select the crew to remain. The hours of work will be eight (8) hours per day, Monday to Friday between 08:00 hrs. and 17:00 hrs. During this period there will be no guarantee of work on Saturday or Sunday, however, if the employee is called upon to work he would receive the applicable rate of pay.

25. PAYMENT OF WAGES

Wages and vacation pay shall be paid in full by way of direct deposit into the employee's bank account twice monthly. From the 21st of the preceding month until the 5th day of the current month payable on the 15<sup>th</sup> of the current month and from the 6th of the current month until the 20th of the current month –payable on the last day of the current month.

The employee must provide the Company with an authorization and all pertinent banking information. It will be the responsibility of the employee to notify the Company expeditiously of any changes of address or banking arrangements on a Company authorization form.

The pay stub shall be sent electronically to the email address provided by the employee to the Company. All employees are required to provide the Company with an email address.

26. SAILING TIME

- (a) A sailing board shall be posted adjacent to the gangway immediately upon the arrival of the vessel in port. The time and date of sailing, together with destination if known, shall be placed upon the board.

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Where the sailing time is tentative it shall be so stated, and the expected sailing time shall be posted as soon as possible. Each employee shall report on board at loading and unloading ports and be available for duty not less than thirty (30) minutes before time of sailing, as posted on the notice board, or as otherwise informed by the Officers in charge.

- (b) If a crew member misses a vessel due to the fact it sails before the posted sailing time, he shall notify the Captain by radio telephone within two (2) hours of the original posted sailing time, and if such crew member rejoins the vessel at the first point where it can be boarded, he shall be reinstated, provided he notifies the Captain of the vessel as soon as possible of his intention to rejoin the vessel and shall be reimbursed transportation costs. Such shall not constitute a break in service.
- (c) If a crew member misses a vessel due to circumstances beyond his control, he shall be reinstated provided he promptly notifies the Captain of the vessel or the Company Office of his intention to rejoin the vessel and rejoins the vessel at the first point where it can be boarded. All transportation costs will be borne by the employee.
- (d) The Company agrees to place at the gangway a notice when the ship is cleared by Customs and Immigration.

27. MARINE DISASTER

- (a) An employee covered by this Agreement, while employed by the Company, who suffers loss of clothing or other personal effects because of a marine disaster or shipwreck shall be compensated by the Company, for such loss, up to a maximum of four thousand dollars (\$4,000.00).
- (b) An employee or his estate making a claim under this Article shall submit reasonable proof to the Company of the actual value of the loss suffered. Such proof shall be a signed affidavit listing the individual items and values claimed.

28. OFFICER CADETS

- (a) No officer cadets shall be used to perform work normally performed by unlicensed crew unless the Union is unable to supply missing crew.
- (b) Unlicensed crew members shall not be required to share or move from their assigned quarters to accommodate an officer cadet.

29. SCHEDULED TIME OFF WITHOUT PAY

- (a) For the purpose of this Article the following definitions shall apply:
  - (i) Permanent Relief - is any crew member who is employed to relieve three (3) other permanent employees consecutively. He has the right to go on regular scheduled time off and return after same to continue on further time off rotations. Permanent reliefs and single rating positions described hereafter shall be considered as permanent employees and shall accumulate seniority and be eligible for recall. These positions are as follows: Electricians, Head Tunnelman, Able Seaman and Mechanical Assistants, assigned to self-unloaders.
  - (ii) Job-sharer - is any crew member who is employed to relieve three (3) or fewer permanent employees consecutively. Upon completion of the relief work, this employee shall be laid off and shall not be eligible for recall. The job sharer will be offered the permanent position if he/she is in that position at the time it becomes permanently open, if it cannot be filled in accordance with Article 9.

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(iii) Relief - is any employee who is hired to replace a permanent crew member who is temporarily absent from the vessel for reasons other than scheduled time off. The relief employee will be offered the permanent position if he/she is in that position at the time it becomes permanently open, if it cannot be filled in accordance with Article 9 (b).

(iv) Single position ratings - are Chief Cook, Second Cook, Electrician and Head Tunnelman.

(v) Seasonal vessels — are those ships that normally lay-up during the winter months as established by past practice.

(vi) Year-round vessels - are those ships that would be anticipated to sail during all months of the year as established by past practice.

(b) All employees shall take scheduled time off in accordance with the schedule which shall be set up annually as follows:

(i) For the purpose of continuity, galley staff shall not take scheduled time off at the same time.

(ii) Seasonal vessels — Within fifteen (15) days of signing on articles, a schedule of time off, agreed to by the employees, shall be made up on board each vessel. Should two employees in the same rating request the same dates off, seniority shall be the deciding factor and the employee with the lesser seniority shall be assigned to an alternate time off period. If a permanent employee is off on approved leave it is his responsibility to contact the Captain or Chief Engineer of his vessel or their Crewing Co-ordinator within the 15 day period referred to above to make his request for scheduled time off for the season. Should the employee fail to contact the Captain or Chief Engineer or their Crewing Co-ordinator within the prescribed time he will forfeit his choice for the season. Copies of the schedule shall be sent to the Company office as soon as possible and the Company shall provide the Headquarters of the Union with a copy.

(iii) Year-round vessels — A schedule of time off, agreed to by the employees, shall be made up on board each vessel by no later than December 1st of each year. Such schedule shall be for the next calendar year. The schedule shall be made up in the same fashion as for seasonal vessels and forwarded to the Company and the Union in the same manner.

Time off periods shall be for thirty (30) days from the scheduled date of getting off the vessel and shall be taken on a consecutive basis for positions where there are more than one (1) employee. Time off shall be scheduled so that employees will not work in excess of one hundred and forty (140) consecutive days.

The thirty (30) day time off period noted above may be adjusted; however, this adjustment may not exceed three days (3) before or after the scheduled date of change, except at end of season lay up when ten (10) days shall be allowed.

(iv) The Union and the Company agree that should operational conditions warrant, the ten (10) shall be extended upon mutual agreement. Should this clause be exercised the regular crew on STO shall be issued a Record of employment reflective of the regular date of recall. Employees affected by this clause shall not be entitled to statutory holidays after the date issued on the Record of Employment.

(c) Wherever possible, employees in the same rating shall be grouped in units of three, with respect to time

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off scheduling, so as to accommodate the use of a fourth employee as a permanent or job sharing relief. For the purposes of this clause, an OS on daywork and an OS on watch are classified as being in separate ratings. The same holds true for MA's and AB's.

Job-sharers for Galley ratings, other than Single Position Ratings, shall have the option of relieving more than one Galley position (excluding Single Position Ratings) on the same ship provided they are qualified to do so. Should there be two Galley positions (other than Single Position Ratings) on the vessel, and the job-sharer is capable and willing to do both of the positions, then the job-sharer shall do both and be classified as a job sharing relief.

With respect to single position ratings, the Company will assign a permanent or job sharing relief employee to three of their vessels consecutively in order to provide them with three 30-day relief assignments comprising ninety (90) consecutive days of employment provided their assigned vessels are operating.

In the case of single position ratings, any transportation costs incurred in transferring from one vessel to another will be paid in accordance with Article 15. Likewise, any waiting time involved in transferring from one vessel to another will be paid in accordance with Article 19, to a maximum of three (3) days' wage at the employee's basic rate of wages.

(d) The commencement and cessation of the time off schedule shall be governed by the following rules:

- (i) Seasonal vessels —If the majority of a department or ratings join a vessel for fit out work or at fit out between the 1st and the 15th of a month, the leave schedule shall be effective on the 15th of the month following 60 days worked. Otherwise the leave schedule shall be effective on the 1st of the month following 60 days worked.

Should a vessel fit out after September 1st of any year, then the time off system shall not commence for that season.

Should a bulker lay up during the season for a period of sixty (60) or more days and subsequently fit out after September 1st of any year, the time off system shall be discontinued for the balance of that year.

Should a vessel lay up during the season for more than fourteen (14) consecutive days, the time off schedule shall be discontinued and shall be reactivated pursuant to Article 29 (d).

- (ii) Year-round vessels — The schedule shall run continuously during the calendar year except where a vessel has been tied up for more than thirty (30) days. In this case, the time off schedule would restart sixty (60) days after the crew has returned.

- (iii) Arctic voyages — It is understood that, on vessels involved in the Arctic trade, no crew changes will be made after the vessel leaves its final loading port for the Arctic until the vessel's return to their next loading port west of Belle Isle.

(e) Employees shall not be prevented from taking scheduled time off provided a qualified replacement, as determined by the Company, is available. The employee taking time off may not leave the vessel until he has been properly relieved otherwise he will forfeit his job with the Company.

(f) A returning employee shall notify and confirm with the Company his intention to return no less than three (3) calendar days in advance of his stated return date. The Company will advise the employee where he is to rejoin the vessel. The Company will also notify the ship's Captain who will inform the departing

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employee forty-eight (48) hours in advance in order to facilitate the paying-off of such employee.

Should a returning employee fail to notify the Company of his intention to return in accordance with this clause then he shall forfeit his job.

### 30. DISCRIMINATION

In addition to the anti-discrimination provisions contained in applicable legislation, the Company shall not discriminate against any employee for legitimate Union activity or on grounds of mother tongue when an employee's mother tongue is either of the two official languages of Canada.

### 31. DRUG AND ALCOHOL POLICY

The Union and the unlicensed crew recognize that the Company must have a "zero tolerance" drug and alcohol policy in place in order to ensure the safety and security of the vessel and their crew.

The details of the policy and its implementation may change from time to time on advance notice to the Union and the employees but the primary elements of the policy (which is equally applicable to all members of the vessel crew) are:

- (a) There will be no drugs or alcohol permitted on board any of the Company's vessels at any time.
- (b) Unlicensed crew returning to the vessel from any shore leave must be in a sober condition and free from the influence of drugs and alcohol.
- (c) Failure to comply with the policy will result in the application of the discipline code which could result in dismissal.

### 32. RELIEVING FOR MEALS

- (a) In port when the 12 to 4 watches are required to remain on board to relieve the 4 to 8 watch for supper, they shall receive a minimum payment of one (1) hour's overtime for each meal in addition to their regular basic wages.
- (b) The 12 to 4 watchkeepers shall complete their normal watch at all times while the vessel is in port, anchored or not otherwise underway. Likewise, the 4 to 8 shall not be required to commence his watch before 16:00 hrs. and shall normally be granted one-half (1/2) hour to eat on Company time.

### 33. MANNING SCALE

It is agreed between the parties that the unlicensed manning scale of all existing vessels covered by this Agreement shall be the manning scale which is in effect at the date of ratification. Under no circumstances shall there be any reduction of these manning scales during the life of this Agreement unless mutually agreed upon between the parties. The Union recognizes that improvements to productivity as a result of innovation in equipment, materials or processes used by the Company may directly or indirectly result in a change to the agreed-upon manning levels and these changes will be subject to the Canada Labour Code, Part I, Sections 51 to 55.

### 34. CREW ACCOMMODATIONS

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- (a) The Company agrees to survey existing vessels with respect to the adequacy of insulation against engine room and other noises, insulation against heat and cold, and ventilation and heating in the unlicensed crew's accommodation. If any deficiency is found, giving consideration to the particular class of vessels, the Company will make every effort to find a reasonable solution. If such a solution can be found, the necessary work will be carried out as soon as circumstances permit.
- (b) The Company agrees that on all existing vessels where there are empty rooms available in the unlicensed quarters, these shall be made available to the unlicensed personnel when not required from time to time for shoreside personnel, cadets or company officials. The Company further agrees to provide single room accommodation on newly constructed vessels.
- (c) The Company shall see that all quarters assigned for the use of the employees are kept clean, tidy, lighted and ventilated insofar as it is practicable to do so. The Company and the employees shall cooperate to the fullest in keeping living quarters clean and tidy at all times. The Company agrees to fumigate all quarters whenever such fumigation is necessary to free them of vermin. Crew's quarters to be painted when necessary. Any inspection of any crew member's cabin shall be done in the presence of the member or the ship's delegate if the member is not present.
- (d) No pets to be carried on board ship by any of the personnel.
- (e) Upon addition of a vessel to the fleet the Company will endeavour to arrange for a consultation onboard with a representative of the Union in a timely manner. Whenever possible this situation will occur prior to the arrival of the crew.

### 35. SUCCESSOR RIGHTS AND OBLIGATIONS

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:

1. Prior to the sale, the purchaser agreed in writing to recognize the Union as the exclusive bargaining agent for the unlicensed personnel aboard the said vessel and to apply the terms of the present collective agreement; or
2. The vessel is leased or chartered without an unlicensed crew; or
3. The parties agree otherwise.
4. The Company agrees when selling a vessel that the Union will be notified of such sale.

Additionally the Company agrees not to sell any of its vessels covered by this Agreement to a company operating under the Canadian Flag who operates without unionized crews.

### 36. LEAVE OF ABSENCE

- (a) A permanent employee will be granted paid bereavement leave when death occurs to a member of an employee's immediate family, that is, his father, mother, brother, sister, parents-in-law and grandparents and grandchildren. The employee granted leave to attend the funeral will be paid at his basic rate for time lost up to a maximum of ten (10) days.

In the case of a spouse, common-law partner or children, the above-mentioned leave period of ten (10) days shall be a maximum of fifteen (15) days.

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- (b) Subject to medical justification, an unlicensed crew member shall be entitled to receive from the Company a reasonable leave of absence from his employment without pay in the event of either illness or injury to himself or a member of his immediate family, that is, his spouse, brother, sister, children, parents, parents-in-law and grandparents. Such leave may be granted for a minimum of fifteen (15) days provided there is a suitable qualified relief available and providing the leave is supported by the required documentation.
- (c) An employee may request paternity leave without pay at least six (6) weeks prior to the expected date of birth of his child and shall be granted paternity leave for a maximum period of sixty (60) days without pay.
- (d) All claims under this Article must be supported by proper medical or bereavement evidence upon returning to the vessel, otherwise the employee forfeits his right to employment with the Company.
- (e) Extra Time Off - The Employee shall be entitled to one (1) thirty (30) day extra time off leave per season provided a suitable is available and that such leave does not interfere with the operation of the vessel.

- (i) Recognizing the need to maintain continuity of shipboard personnel, the following will apply:
- (ii) Able Bodied Seamen only two (2) of this group are permitted off at any one time.
- (iii) Ordinary Seamen, only two (2) of this group are permitted off at any one time.

For the purpose of this clause only, Article 29 (c) is waived for day working and watchkeeping Ordinary Seamen.

- (iv) Mechanical Assistants, only two (2) of this group are permitted off at any one time.
- (v) On vessels carrying two Tunnelmen, only one (1) is permitted off at any one time.
- (vi) Head Tunnelmen and Electricians, only one (1) is permitted off at any one time.
- (vii) Chief Cook and 2<sup>nd</sup> Cook, only one (1) is permitted off at any one time.

Extra Time Off requests must be submitted to the Company a minimum of thirty (30) days prior to the commencement of the requested extra time off. It is also understood that during this leave the employee will not work elsewhere.

- (f) Permanent employees who are denied entry into the U.S.A. shall be granted an eighteen (18) month leave of absence in order to obtain a waiver enabling them to enter the United States.
- (g) Permanent employees who are denied a Transport Canada Marine Medical Certificate shall be granted a twelve (12) month leave of absence in order to obtain one, provided that the Company is satisfied that the employee is actively engaged in trying to obtain his Transport Canada Marine Medical Certificate.

### 37. EMPLOYEE'S FILE

- (a) The employer agrees not to introduce as evidence in a hearing related to disciplinary sanctions any

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document from the file of an unlicensed employee, the existence of which the unlicensed employee was not aware at the time of filing or within a reasonable period thereafter.

- (b) Upon written request of an unlicensed employee, notice of disciplinary sanctions which has been placed on the personal file of the unlicensed employee shall be voided after two (2) years have elapsed since the disciplinary sanctions were taken provided that no further disciplinary action has been recorded during this period.
- (c) Upon written request of an unlicensed employee, the personal file of that employee shall be made available once per year for examination in the presence of an authorized representative of the employer.

This paragraph (c) also applies when an unlicensed employee is off ship on leaves of absence due to the following:

1. Sickness;
2. Accident at work;
3. While laid off by the Company, if the unlicensed employee has been given Notice of Intent, or;
4. For any leave of absence authorized by the Company.

#### 38. RETROACTIVITY

Retroactivity will be paid on all wages, premiums, statutory holidays, contributions to the SIU of Canada Hiring Hall Trust Fund, the Seafarers' Medical Plan, Seafarers' Pension Plan, overtime and for all hours worked starting June 1, 2016, wherever necessary.

#### 39. RECREATION FACILITIES

- (a) All Company vessels shall be provided with at least one recreation room or area for the unlicensed crew. Such rooms shall be provided with adequate furnishings, such as tables, chairs and settees, and these furnishings shall be maintained in good repair. Where practicable, such rooms shall also be supplied with air conditioning.
- (b) The Company shall provide at least one colour T.V. (with satellite) and DVD for the unlicensed crew's recreation room or area.
- (c) Where there are two recreation rooms the Company agrees to provide air conditioning in both recreation rooms.
- (d) Where possible, the Company will provide access to wireless internet communications for the unlicensed crew members.

#### 40. DISPLACED AND LAID OFF EMPLOYEES

- (a) Employees who are laid off, due to temporary shortage of work, shall retain recall rights to their specific vessel for up to twenty-four (24) months from the date of lay off. During this twenty-four (24) month period, laid off employees shall be placed in the Unlicensed Relief Pool. Should they not be recalled during this

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time, they shall be severed and the Company shall pay each employee five (5) days basic pay for each full year of service.

- (b) Employees who are displaced due to automization, mechanization, permanent reduction in the number of employees, or the sale or re-flagging of the vessel on which they are employed shall be placed in the Unlicensed Relief Pool for a period of twenty-four (24) months. Should they not be offered a permanent position during this time they must choose to either remain in the Unlicensed Relief Pool or be severed.

- 1. Employees with less than three (3) years seniority with the Company shall be entitled to severance pay equal to five (5) day's basic pay per full year of service with the Company effective the termination date.

- 2.i) Employees with three (3) years or more seniority shall be entitled to permanent placement on other vessels within the same Company as vacancies occur provided they are qualified to perform the work, and in the event of such placement, such employees shall maintain their seniority rights, including all rights respecting vacation under Article 10 of the collective agreement.

- ii) The right to placement on other Company vessels shall remain in effect for twenty-four (24) months after the original job was terminated, after which time, those who were not placed shall receive severance in accordance with clause (b) 1 above.

- iii) Should an employee be offered a permanent placement, within the twenty-four (24) month period prescribed, and refuse the assignment, that employee will be considered to have self-terminated and no severance pay shall be forthcoming.

- (c) Displaced employees shall be offered full time placement in accordance with Article 9 (b).

- (d) The Company shall pay each severed employee five (5) days basic pay for each full year of service.

#### 41. MOBILE UTILITY EMPLOYEES

- (a) Mobile Utility Employees can be shore based and will be employed for the purpose of performing maintenance and repair work on Company vessels, equipment and facilities.

- (b) The minimum number of Mobile Utility Employees for Algoma Central Corporation shall be ten (10) employees. This number shall be reduced through attrition.

- (c) The conditions of employment, wages, hours of work, etc. of these Mobile Utility Employees shall be as stipulated in the Collective Agreement except where specifically dealt with in the Mobile Utility Employees Addendum attached to this Agreement.

#### 42. TRAINING

The Company will provide assistance for the employees in obtaining training so that they may be better prepared for the needs of the Industry.

Unlicensed employees must attend Company approved courses when so required by the Company. Failure to do so, without justifiable excuse, shall be cause for disciplinary action up to and including dismissal.

#### 43. DURATION OF AGREEMENT

This Agreement shall become effective as from June 1, 2016, unless otherwise noted herein, and shall

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continue in full force and effect until May 31, 2023, inclusive and thereafter from year to year unless or until either party serves written notice on the other party to the contrary at least one hundred and twenty (120) days prior to May 31, 2023 or one hundred and twenty (120) days prior to May 31 of any subsequent year.

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

ALGOMA CENTRAL CORPORATION

\_\_\_\_\_

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

SEAFARERS' INTERNATIONAL UNION OF  
CANADA

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## APPENDIX A

### Sexual Harassment

Copies of the Canada Labour Code, Part III, Division XV.1, Sections 247.1 – 247.4 “Sexual Harassment”, shall be placed in a conspicuous location on board all Company vessels both in French and in English.

### Respect in the Workplace Policy

The Company has a Respect in the Workplace Policy that all employees are expected to adhere to.

## APPENDIX B

### Safety and Equipment

It is recognized that many clauses in Article 17 of the current Collective Agreement are covered in either Government Regulations or the Company's Safety Manual which will be distributed to all ships and are available to all crew members. Therefore, the parties have agreed to delete various clauses in deference to these other sources. All Safety and Safety Equipment matters shall be governed by Company policy, Government Regulations and the Marine Safety Handbook 2005 Edition.

Any further changes to Article 17 will be discussed with the Union about the necessity of adding the changes to the Handbook. Any future modifications to the Marine Safety Handbook shall be firstly discussed with the Company Occupational Health and Safety Labour-Management Committee. It is further understood that all safety equipment mentioned in the Marine Safety Handbook be supplied by the Company unless otherwise provided for in the Collective Agreement.

## APPENDIX C

### Shore Leave While in Transit

During transit through the Welland Canal, Beauharnois to St. Lambert or the Montreal Harbour, downbound or upbound, the responsibility to ensure that the vessel is adequately manned with sufficient and competent crew on board, as described below, to handle watchkeeping, line handling and to deal with any emergency situation that could arise, rests with the Captain.

The minimum number and rank of personnel that must remain on board in transit is as follows:

#### SELF – UNLOADERS

1 A/B on watch

4 other deck ratings

1 galley rating

2 unlicensed engine room ratings (MA)

2 unloading personnel (Tunnelman or Electrician)

#### BULK VESSELS

1A/B on watch

4 other deck ratings

1 galley rating

2 Unlicensed engine room ratings (MA)

Differences occur between day and night transits because, by contract, unlicensed workers because of their hours of work must be onboard the vessel between the hours of 6 A.M and 5 P.M.

(Exceptions do occur with the rotating hours of galley staff)

All personnel must be granted permission by the Master to take shore leave and must sign the form provided for that purpose. Permission will not be unreasonably withheld.

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APPENDIX D

Manning Scale

Effective date of ratification, the parties agree that the unlicensed manning scale covering the vessels listed below shall be the manning scale for the life of this Agreement subject to Article 33.

VESSEL	A/B	O/S	ELEC	M/A	HTLMN	TLMN	C/CK	2/CK	TOTAL
RADCLIFFE R.LATTIMER	3	4	-	1	1	-	1	1	11
ALGOWOOD	3	5	1	3	1	1	1	1	16
CAPT. H. JACKMAN	3	5	1	3	1	-	1	1	15
TIM S. DOOL	3	4	-	1	-	-	1	1	10
ALGOMA GUARDIAN	3	4	-	3	-	-	1	1	12
ALGOMA DISCOVERY	3	4	-	3	-	-	1	1	12
ALGOMA SPIRIT	3	4	-	3	-	-	1	1	12
ALGOMA COMPASS	3	2	-	1	1	1	1	-	9
ALGOMA BUFFALO	3	2	-	1	1	1	1	-	9
ALGOMA INNOVATOR	3	2	-	1	1	-	1	-	8
ALGOMA EQUINOX CLASS S/U									
ALGOMA NIAGARA	3	3	-	1	1	-	1	-	9
ALGOMA SAULT	3	3	-	1	1	-	1	-	9
ALGOMA EQUINOX CLASS B/U									
ALGOMA EQUINOX	3	3	-	1	-	-	1	-	8
G3 MARQUIS	3	3	-	1	-	-	1	-	8
ALGOMA STRONGFIELD	3	3	-	1	-	-	1	-	8

Note #1 Manning on additional vessels will be negotiated individually or by class of vessels, taking into consideration the level of automation and mechanization onboard the new vessel.

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APPENDIX E

Fringe Benefits

The parties agree by Letter of Understanding that effective the dates indicated under each heading, the Company will make contributions as shown below:

SEAFARERS' MEDICAL PLAN

Effective June 1, 2016, the Company agrees to make contributions of ten dollars (\$10.00) per job per payroll day to the existing Seafarers' Medical Plan.

The Company and Union agree to meet after year 5 to discuss medical plan increases if any are needed after review of the plan.

Where a member is entitled to draw benefits under the Seafarers' Medical Plan, the Company agrees to continue Seafarers' Medical Plan contributions during any period the employee is off work as a result of compensable disability or illness up to a period of twenty-four (24) months for the same compensable disability or illness.

The Company shall provide and pay premiums for emergency health care coverage while outside of Canada.

It is further understood that employees who are hired as job sharers and who complete their relief period prior to the expiration of the agreed term of thirty (30), sixty (60) or ninety (90) days, the Company will nevertheless make medical contributions for the assigned number of days.

S.I.U. OF CANADA PENSION PLAN

Effective June 01, 2006, the Company then agrees to make a monthly contribution to the Seafarers' International Union of Canada Pension Fund for each employee covered by the Pension Fund as follows:

Effective June 1, 2006, the monthly contribution shall be based on eleven percent (11%) of the basic hourly wage rate of eight (8) hours per day worked.

SEAFARERS' INTERNATIONAL UNION HIRING HALL FUND

The Company agrees to pay to the Seafarers' International of Canada Hiring Hall Fund effective June 1, 2016 the sum of six dollars and sixty cents (\$6.60) per job, per payroll day.

Effective June 1, 2021, and on June 1, 2022 the rate shall be increased by two percent (2%).

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## APPENDIX F

### Interpretation

It is agreed between the parties, that should a difference of opinion arise on the interpretation of the Collective Agreement that the English Text shall prevail.

## APPENDIX G

### Winter Work

It is agreed between the parties that work performed under Article 21 clause (k) on an intermittent basis shall be paid by direct deposit. Should an employee be engaged under this clause of Article 21 for a period of one week or more on a consecutive daily basis, then fringe benefits referred to in Appendix E shall apply.

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MOBILE UTILITY EMPLOYEES ADDENDUM

TO THE

COLLECTIVE AGREEMENT

BETWEEN

SEAFARERS' INTERNATIONAL UNION OF CANADA

AND

ALGOMA CENTRAL CORPORATION

1. SCOPE OF THE ADDENDUM

The terms and conditions of the Master Collective Agreement shall apply to the Mobile Utility Employees unless specifically altered by this Addendum.

2. SIZE

(a) The minimum number of Mobile Utility Employees for Algoma Central Corporation shall be ten (10) employees. This number shall be reduced through attrition.

(b) Mobile Utility Employees may be used to relieve each other for the purpose of time off.

(c) The Company may add employees to augment its minimum number of Mobile Utility Employees should they require more than ten (10) Mobile Utility Employees.

(d) The Company shall call the Dispatch Hall for extra temporary crewmen when the work requires more than ten (10) crewmen.

3. DUTIES

(a) Mobile Utility Employees may be used to replace ship's crews during normal working hours while the vessel is in operation as directed by the Captain, Chief Engineer or the Company's Designated Management Representative.

4. WAGES AND HOURS OF WORK

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- (a) The hours of work for members of Mobile Utility Employees shall be as follows:
  - (i) The first forty (40) hours of work in any work week shall be paid at the basic hourly rate, regardless of which days of the week they are. All other hours worked shall be paid at the overtime rate;
  - (ii) The work week shall commence on Mondays; and
  - (iii) No employee shall be required to perform more than sixteen (16) hours of continuous work, including meal hours, in a twenty-four (24) hour period.
- (b) All permanent Mobile Utility Employees shall be guaranteed a minimum of one thousand five hundred (1500) hours per calendar year.
- (c) All hours worked shall count as one (1) hour toward the annual guaranteed hours.
- (d) Should a Mobile Utility Employee be offered work and refuse it, the hours offered shall be deducted from the annual guarantee hours.
- (e) Hours paid for but not worked shall be deducted from the annual guaranteed hours.
- (f) The hourly rate of pay for a Mobile Utility Employee shall be twenty seven dollars and seventy-nine cents (\$27.79) per basic hour and forty-one dollars and sixty-nine cents (\$41.69) per hour for overtime.  
  
The wage rates shall be increased by the same percentage as Article 19. Schedule of Wages.
- (g) Payment of Statutory Holidays will be as per Article 12 "Statutory Holidays".
- (h) Mobile Utility Employees will be provided with eight (8) hours of work per days while they are onboard. Mobile Utility Employees who are required to work away from his Home Port for seven (7) consecutive days shall be provided with a minimum of fifty-six (56) hours of work for those (7) consecutive days.

5. TRAINING

Arrangements for the training of Employees for the specific duties of Mobile Utility Employees shall be made through the Company and/or in conjunction with STI.

6. HOME PORT

- (a) Each Mobile Utility Employee shall be assigned a Home Port which shall serve as a base of operations for that specific Employee.
- (b) A job shall be considered to be outside the Home Port if it is more than eighty (80) kilometers from the Company Office in the Home Port.

7. TRANSPORTATION COSTS

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- (a) Should a Mobile Utility Employee be required to work in a location other than their Home Port, the Company shall provide for all travelling expenses in accordance with the provisions of the Collective Agreement. Otherwise, no transportation expenses will be provided.
- (b) Mobile Utility Employees discharged for cause or terminating their employment of their own accord prior to the completion of a job duty shall bear their own transportation costs.
- (c) Home port will be specified and employees who reside outside the area will be given fifty dollars (\$50.00) for transportation upon completion of their assignment.

8. ROOM AND MEAL ALLOWANCE

- (a) Should a Mobile Utility Employee be required to work in a location other than their Home Port, the Company shall provide for room and board in accordance with the provisions of the Collective Agreement.
- (b) Should a Mobile Utility Employee be required to work in a location other than their Home Port, but the job site can be reached within one (1) hour by car, the Company may opt to instead pay for a lunch meal allowance only. However, in these circumstances, the Company shall provide for two-way car allowances in accordance with the Collective Agreement.

9. TIME OFF

A Mobile Utility Employee, who has been employed on a job for a period of more than (60) consecutive days, may request to take time off for a period of two (2) weeks provided a suitable relief (if required) is available.

10. GENERAL

Specifically, Mobile Utility Employees shall not be covered by the provisions of Articles 20, 21, 22 or 29 of the Master Collective Agreement. Should a problem arise in the operation, this addendum may be amended provided that both parties agree to the amendment.

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LETTER OF UNDERSTANDING

Between

SEAFARERS' INTERNATIONAL UNION OF CANADA

And

ALGOMA CENTRAL CORPORATION

RE: 15 DAY EXTRA TIME OFF

Provided suitable reliefs are available and that such leave does not interfere with the operation of the vessel, two (2) employees, in conjunction with their STO may each request a 15 day extra time off leave. Pairing of the two employees will be as set out in Clause 36 (e). This extra time off must be added to the end of one employee's STO and at the beginning of the other employee's STO so that one 30 day relief will be called. In this case, transportation as set out in Clause 15, will be covered for the STO portion of the leave (first employee's vessel to home portion, and the second employee's vessel to home portion). Requests for this 15 day Extra Time Off must be submitted at the same time as the employees submit their requests for STO. It is also understood that during this leave the employee will not work elsewhere. An annual review will be conducted and the continuation of this arrangement will be by mutual agreement of the Company and the Union.

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

ALGOMA CENTRAL CORPORATION

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

SEAFARERS' INTERNATIONAL UNION OF  
CANADA

LETTER OF UNDERSTANDING

Between

SEAFARERS' INTERNATIONAL UNION OF CANADA

And

ALGOMA CENTRAL CORPORATION

GALLEY MANAGEMENT COMMITTEE

Upon ratification of this Agreement, the parties agree to establish a committee which will meet for the purpose of promoting productivity and consistency of the work performed by galley personnel across the fleet. This committee will be comprised of participants mutually agreed upon by the parties.

Signed at \_\_\_\_\_

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

this \_\_\_\_ day of \_\_\_\_\_ 2019

ALGOMA CENTRAL CORPORATION

SEAFARERS' INTERNATIONAL UNION OF  
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LETTER OF UNDERSTANDING

Between

SEAFARERS' INTERNATIONAL UNION OF CANADA

And

ALGOMA CENTRAL CORPORATION

RE: ELECTRICIAN TRAINING

Effective upon ratification, Electrician employees will be provided a skills evaluation for the purpose of developing enhanced skills training. This evaluation and subsequent training will be mandatory.

Signed at \_\_\_\_\_

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

this \_\_\_\_ day of \_\_\_\_\_ 2019

ALGOMA CENTRAL CORPORATION

SEAFARERS' INTERNATIONAL UNION OF  
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LETTER OF UNDERSTANDING

Between

SEAFARERS' INTERNATIONAL UNION OF CANADA

And

ALGOMA CENTRAL CORPORATION

EMPLOYEES WHO BECOME SICK DURING SAILING SEASON

During negotiations to renew the Collective Agreement that expired May 31, 2006, the Company and the Union had several discussions regarding employees who fall sick during their tour of duty. To this end, the Company will continue its current practice of allowing employees who are suffering from the flu or other illness the opportunity to recover in their rooms without the loss of regular pay. Should the illness persist beyond a reasonable time frame, the employee will be asked to seek medical attention and then based on the advice of the physician remedial action may be taken.

The purpose of this letter is to confirm our commitment to the employee's health and safety while on board the vessel.

Signed at \_\_\_\_\_

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

this \_\_\_\_ day of \_\_\_\_\_ 2019

ALGOMA CENTRAL CORPORATION

SEAFARERS' INTERNATIONAL UNION OF  
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ALGOMA CENTRAL CORPORATION

UNLICENSED MESS ROOM

During negotiations to renew the Collective Agreement that expired May 31, 2006, the Company and the Union had discussions regarding Officers directing work in the unlicensed mess room.

It is understood the mess room is meant as a place for employees to take a break during the work day, and as such to the extent possible Officers shall respect the break time of the unlicensed crew.

Signed at \_\_\_\_\_

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

this \_\_\_\_ day of \_\_\_\_\_ 2019

ALGOMA CENTRAL CORPORATION

SEAFARERS' INTERNATIONAL UNION OF  
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And

ALGOMA CENTRAL CORPORATION

SAFETY MEETINGS

During negotiations to renew the Collective Agreement that expired May 31, 2006, the Company and the Union had discussions regarding paid attendance at safety meetings.

It is understood that employees who are required to attend regular safety meetings will not suffer any loss of regular pay as a result of such attendance. The scheduling and attendance requirements of Safety meetings will be established in the Company's Safety Management System.

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

ALGOMA CENTRAL CORPORATION

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

SEAFARERS' INTERNATIONAL UNION OF  
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LETTER OF UNDERSTANDING

Between

SEAFARERS' INTERNATIONAL UNION OF CANADA

And

ALGOMA CENTRAL CORPORATION

LOU – Using Crew for Temporary Work

Crew currently on board Company vessel may be utilized to perform work on another Company vessel on a temporary basis. All hours will be paid at the applicable overtime rate.

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

ALGOMA CENTRAL CORPORATION

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

SEAFARERS' INTERNATIONAL UNION OF  
CANADA

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LETTER OF UNDERSTANDING  
Between

SEAFARERS' INTERNATIONAL UNION OF CANADA

And

ALGOMA CENTRAL CORPORATION

LOU – Regarding Potential Changes to Legislation Respecting the Use of Foreign Ships and Foreign Crews

1. Should there be changes during the life of this Collective Agreement to legislation dealing with the use of foreign ships and foreign crews, pursuant to the Coasting Trade Act (C.S. 1992, c. 31), the Canada Shipping Act, 2001 (C.S.A. 2001), or any other Canadian or International Law or regulation, the parties agree to reopen the Collective Agreement in order to negotiate the changes that are required to insure that the Company remains competitive in this new market and environment.
2. The parties agree to seek conciliation and, if need be, to resort to arbitration, should they fail to come to an agreement as to those changes, which would normally affect wages, benefits and other provisions of the Collective Agreement.

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

ALGOMA CENTRAL CORPORATION

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

SEAFARERS' INTERNATIONAL UNION OF  
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LETTER OF UNDERSTANDING

Between

SEAFARERS' INTERNATIONAL UNION OF CANADA

And

ALGOMA CENTRAL CORPORATION

LOU – Reciprocity Agreement

If during negotiations with other bargaining units working on the same fleet, Algoma Central Corporation agrees to apply a higher wage increase for years covered under the term of this agreement, the difference will be extended to those in the SIU bargaining unit covered by this agreement.

Signed at \_\_\_\_\_

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

this \_\_\_\_ day of \_\_\_\_\_ 2019

ALGOMA CENTRAL CORPORATION

SEAFARERS' INTERNATIONAL UNION OF  
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ALGOMA CENTRAL CORPORATION

RE: UNLICENSED RELIEF POOL

- a) (i) As of ratification, employees who were displaced or laid off will be placed in the Unlicensed Relief Pool. These employees will receive Permanent Employee benefits as per the collective agreement for wages, medical, pension, transportation, and boot allowance. Their seniority will be maintained for vacation pay purposes only.  
(ii) Temporary workers may be added to the pool after they have successfully completed their relief and received favourable appraisals. They must be members in good standing of the Union.
- b) The Relief Pool will be the primary source for the Company relief positions within the fleet for, but not limited to vacations, medical or bereavement reliefs, and parental leaves, etc. There will be no guarantee of relief work for anyone in the Unlicensed Relief Pool. If the position cannot be filled from the Unlicensed Relief Pool the Company will contact the Union to fill the position. The number of employees in the Unlicensed Relief Pool shall not exceed 25% of the fleet permanent workforce.
- c) Transportation costs for those in the Unlicensed Relief Pool shall be as per Article 15.
- d) If a person from the Unlicensed Relief Pool is being transferred between two or more vessels to carry out multiple relief jobs and must wait between vessels, they will be paid in accordance with their applicable wage rate as per Article 19, to maximum of three (3) days wages at the worker's basic rate.
- e) A person from the Relief Pool who refuses a relief assignment three (3) times may be removed from the Unlicensed Relief Pool. The Company retains the right to remove anyone from the Unlicensed Relief Pool should they work less than 120 days in each calendar year, or if their evaluations prove unsatisfactory, provided the person was aware of the evaluations and was given ample time for corrective measures, or if it is proven the person does not possess the required knowledge, skills or abilities.
- f) The Company will endeavour to schedule and advise those in the Unlicensed Relief Pool of relief periods as soon as possible after receipt of vacation schedules from the fleet.
- g) The Company will provide the Union with an updated list of Relief Pool workers once per year.

Signed at \_\_\_\_\_

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

this \_\_\_\_ day of \_\_\_\_\_ 2019

ALGOMA CENTRAL CORPORATION

SEAFARERS' INTERNATIONAL UNION OF CANADA

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LETTER OF UNDERSTANDING

Between

SEAFARERS' INTERNATIONAL UNION OF CANADA

And

ALGOMA CENTRAL CORPORATION

RE: SEAFARERS' TRAINING INSTITUTE FUNDING

The Union and the Company agree that 50% of the funds in the existing Algoma/CSL/STI fund will be used to provide training to Algoma Central Corporation employees, including the development of training programs for the evaluation and enhanced skills of Electricians and other positions.

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

ALGOMA CENTRAL CORPORATION

\_\_\_\_\_

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

SEAFARERS' INTERNATIONAL UNION OF  
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LETTER OF UNDERSTANDING

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SEAFARERS' INTERNATIONAL UNION OF CANADA

And

ALGOMA CENTRAL CORPORATION

LOU Covering New and Existing Algoma Contracts

The Union and the Company have agreed that the Domestic Unionized Shipping Industry must be able to compete for contracts with Non Union Carriers who's structures allow for lower conditions than those contained in this Collective Agreement.

Algoma and the SIU agree that in order to be competitive both sides must be transparent and have open and meaningful dialogue in order to maintain current business and attract new contracts thus keeping vessels running and SIU members employed.

The Company and the Union hereby agree that they will meet to discuss any cost structures that may need to be amended within this agreement in order for the Company to be competitive. It is further agreed that when significant changes are required to this agreement for a certain vessel, or vessels, that any changes will have to be discussed with and supported by the majority of employees working full time on the vessel or vessels specifically targeted for that trade. Any agreement reached would be null and void on the completion of the then current collective agreement.

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

ALGOMA CENTRAL CORPORATION

Signed at \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_ 2019

SEAFARERS' INTERNATIONAL UNION OF  
CANADA

Memorandum of Understanding

between

Seafarers' International Union of Canada (The "Union")

and

Algoma Central Corporation (The "Company")

Permanent employees of the Company holding permanent positions as Chief Cook will be entitled to remuneration for their attendance at Marine Advanced First Aid training through a Transport Canada approved facility.

The Company, in addition to paying for associated course fees, will pay approved permanent Chief Cooks their basic rate of pay for eight (8) hours each day on course. The Company will also reimburse transportation expenses including reasonable hotel accommodation and meal expenses when necessary, as per Article 16.

In order to be eligible for this remuneration and expense reimbursement, the employee must:

1. Contact the Fleet Personnel Department and receive pre-approval to attend training.
2. When course is complete, submit copy of the training document to Transport Canada to have it endorsed.
3. Provide copy of Transport Canada endorsed training certificate to Fleet Personnel Department.
4. Submit expense form with detailed original receipts.

For clarity, valid and current Marine Advanced First Aid is required for all Chief Cook positions. Not having this training may make a Chief Cook ineligible for employment with the Company.

This Memorandum of Understanding is at-will and may be modified by mutual consent of authority officials from the Company and the Union. This Memorandum of Understanding shall become effective upon signing.

