

# COLLECTIVE AGREEMENT

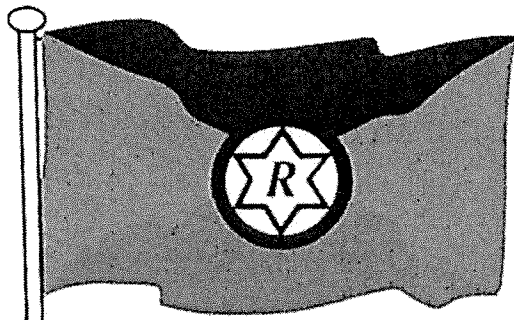
BETWEEN

**THE SEAFARERS' INTERNATIONAL UNION OF CANADA**



AND

**RIGEL SHIPPING CANADA INC.**



**EFFECTIVE**

FEBRUARY 1, 2021 – JANUARY 31, 2026

10051 (07)

# TABLE OF CONTENTS

ARTICLE 1 – PURPOSE AND SCOPE .....	1
ARTICLE 2 – MANAGEMENT RIGHTS .....	1
ARTICLE 3 – DISCRIMINATION .....	2
ARTICLE 4 – UNION MEMBERSHIP AND DUES DEDUCTION .....	2
ARTICLE 5 – UNION OFFICERS BOARDING VESSELS.....	5
ARTICLE 6 – LABOUR-MANAGEMENT COMMITTEE .....	6
ARTICLE 7 – PROBATIONARY EMPLOYEES .....	6
ARTICLE 8 – SENIORITY .....	7
ARTICLE 9 – LAYOFF AND RECALL .....	8
ARTICLE 10 – TOURS OF DUTY AND HOURS OF WORK .....	8
ARTICLE 11 – OVERTIME AND EXTRA OVERTIME .....	11
ARTICLE 12 – MEALS .....	12
ARTICLE 13 – WAGE ADMINISTRATION.....	13
ARTICLE 14 – PAID LEAVE SYSTEM.....	13
ARTICLE 15 – GROUP INSURANCE POLICY .....	15
ARTICLE 16 – TRANSPORTATION COSTS.....	16
ARTICLE 17 – EMPLOYEE RESIGNATION .....	17
ARTICLE 18 – LEAVES OF ABSENCE .....	18
ARTICLE 19 - HEALTH AND SAFETY .....	18
ARTICLE 20 – DRUG AND ALCOHOL TESTING .....	19
ARTICLE 21 – FAMILY VISITATION.....	19
ARTICLE 22 – DISCIPLINE.....	19
ARTICLE 23 – MARINE DISASTER .....	20
ARTICLE 24 – GRIEVANCE AND ARBITRATION PROCEDURE .....	20
ARTICLE 25 – STRIKES AND LOCKOUTS.....	22
ARTICLE 26 – GENERAL PROVISIONS .....	22
ARTICLE 27 – SEVERANCE PAY .....	22
ARTICLE 28 – DURATION OF AGREEMENT.....	23
APPENDIX “A” WAGE SCALE .....	24
LETTER OF UNDERSTANDING – NO. 1 - Clothing Policy .....	27

LETTER OF UNDERSTANDING – NO. 2 - Manning Scale.....	28
LETTER OF UNDERSTANDING – NO. 3 - Employee Qualifications and Requirements .....	29
LETTER OF UNDERSTANDING – NO. 4 - Application of the Collective Agreement.....	30
LETTER OF UNDERSTANDING – NO. 5 - Stewards Extra Meals .....	31
LETTER OF UNDERSTANDING – NO. 6 - Benefits .....	32
LETTER OF UNDERSTANDING – NO. 7 - Seafarers’ Hiring Hall .....	33
LETTER OF UNDERSTANDING – NO. 8 - Officer Cadets .....	34
LETTER OF UNDERSTANDING – NO. 9 - Summer Painting Program.....	35
LETTER OF UNDERSTANDING – NO. 10 - Trailer Clause .....	36
LETTER OF UNDERSTANDING – NO. 11 - Extra Persons on Board During Dry-Dock.....	37
LETTER OF UNDERSTANDING – NO. 12 - Pandemic .....	38
LETTER OF UNDERSTANDING – NO. 13 - Training .....	39
LETTER OF UNDERSTANDING – NO. 14 - Internet Services.....	40
LETTER OF UNDERSTANDING – NO. 15 - Education Allowance .....	41

## ARTICLE 1 – PURPOSE AND SCOPE

1.01 The purpose of this Agreement is:

- a) To establish terms and conditions of employment and related matters for employees covered by this Agreement;
- b) To establish a procedure for final settlement of differences concerning the interpretation, administration, application or alleged violation of any of the provisions of this Agreement.

1.02 This agreement applies to all employees employed in unlicensed positions aboard the vessels owned and or operated by the Company.

1.03 The Company acknowledges the Union as the sole bargaining agent for employees covered by this Agreement.

1.04 The Company operates, owns, manages and/or bareboat charters ships in Canada, in both home trade voyages as well in foreign voyages as defined by the Canada Shipping Act. It is recognized by the parties that the bulk of the trade is in the Maritime Provinces.

## ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Company has and shall retain the exclusive right to manage its business and direct its working forces in the most economical manner possible, consistent with the terms and conditions of this Agreement. The Company has the right to hire, discipline and discharge for just cause, and promote employees in accordance with the provisions of this Agreement.

2.02 The right of any employee to employment with the Company will be conditional upon the employee being medically fit to perform his/her duties and [be] in possession of a valid Transport Canada Medical.

The Company reserves the right to require a medical examination of any present or future employee at any time by a medical practitioner approved by the Canadian Coast Guard, and to require certification from a medical practitioner that the employee or applicant for employment is physically fit to perform the duties of the job in question and in possession of a valid Transport Canada Medical. The Company agrees to pay reasonable costs for each permanent employee to obtain his/her Transport Canada Medical, as needed, upon presentation of a detailed receipt. Where the Company requires a present employee to undergo a medical examination (apart from any examination required to maintain the employee's medical fitness card), the Company will pay the fee charged for the examination. The examination shall be conducted on Company time and all expenses including wages and

transportation shall be paid by the Company. This paragraph also applies to those employees who are off on laydays.

2.03 The Company shall not be obliged to hire applicants who have restricted access to a foreign port.

Permanent employees who have restricted access into a foreign port shall be granted a reasonable time of absence without pay in order to obtain a waiver enabling them to enter such foreign ports.

### ARTICLE 3 – DISCRIMINATION

3.01 The Company will not discriminate against an employee because of membership in the Union or activity authorized herein on behalf of the Union or for exercising his/her rights under the Canada Labour Code or as provided by this Agreement.

3.02 The Union agrees not to intimidate or coerce or threaten employees in any manner that will interfere with or hinder the effective carrying out of this Agreement and the principles contained herein, and will assist and co-operate with the Master and other management representatives of the Company in maintaining discipline aboard ship.

3.03 The Company and the Union agree that they will not threaten, intimidate or unlawfully discriminate in the workplace against any employee for reasons of race, national or ethnic origin, colour, religion, age, sex (including pregnancy and childbirth), marital status, family status, disability (as under the Canadian Human Rights Act), a conviction for which a pardon has been granted or political affiliation with a legitimate political party.

### ARTICLE 4 – UNION MEMBERSHIP AND DUES DEDUCTION

4.01 An employee covered by this agreement who is not a member of the Union shall, within thirty (30) days, make application for membership in the Union and become a member. If the Union refuses to accept such employee, a satisfactory written statement of reason must be supplied by the Union to the Company. The Company will provide contact information (home address, phone number and email) to the Union.

4.02 The Company agrees to maintain in its 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.

4.03 The Company shall not be required to discharge any employee under paragraphs (4.01) and (4.02) above unless and until a qualified replacement is available, subject to the Captain's determination and the grievance procedure.

4.04 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 or 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 the Union Headquarters no later than the 15th of the month following the end of the pay period.

4.05 The Company agrees to include the amount of union dues paid by each employee on the employee's T-4 slip.

4.06 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. In addition, the Union shall supply the name of the employee along with copies of relevant discharge book entrances, certificates of compliances along with a copy of the applicants' passport to be dispatched as soon as such name is determined to the person having made such a request.

4.07 The Union agrees that its dispatch facilities shall be available as follows:

- a) The Union Dispatch Hall shall be open Monday through Friday from 09:00 hours to 12:00 hours and from 13:00 hours to 17:00 hours.
- b) Subject to the conditions of paragraph (f) below, shipping shall be conducted at all ports in accordance with the above-stated hours, Monday through Friday.
- c) Telephone numbers of Union officials in each port shall be furnished to the Company in case of emergency calls for employment.
- d) Outside the hours of 09:00 hours to 17:00 hours, the Union Halls shall have an answering service available for incoming calls, which are received.
- e) The Union Dispatch Facility shall be closed on all federal and/or applicable provincial statutory holidays. Where such statutory holidays fall on a Saturday or a Sunday, the Union Dispatch Hall shall be closed on the following Monday or on the next juridical day should the following Monday be a statutory holiday.
- f) Any request for employees made by the Company by calling pursuant to c) or d) above outside the hours of 09:00 hours to 17:00 hours Monday to Friday or on a holiday shall be responded to and filled by the Union within the same time frame as a request made when the Union Dispatch Halls are open.

4.08 The Union agrees to co-operate fully with the ships' officers and management of the Company in obtaining qualified, reliable employees to fill vacancies as they occur. When employees are requested, the Union agrees that the Company's requirements will be filled as quickly as possible.

The Union recognizes that the Company has the right to not tolerate incompetence, negligence, refusal to work, theft, fraud, damage to cargoes and vessels, waste resulting from negligence, acts of vandalism, the consumption of alcohol and/or non-prescription drugs or an employee reporting to work while intoxicated with alcohol or a non-prescription drug.

4.09 When presenting themselves for employment, members shall remit a Union dispatch slip (if issued) and discharge book and a valid marine medical to the Captain or designated ships' officer. Members who are refused for employment must be immediately furnished in writing with a valid reason for such refusal. 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 and shall receive one day's basic pay.

If a ship is delayed in transit and the employee must stay overnight waiting for the vessel, the Company shall pay reasonable living expenses supported by receipts until the arrival of the vessel or until the call is cancelled and, in the latter case, the employee shall receive basic wages from the date on which the employee was to report to the vessel.

4.10 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 marine medical. The Company may, at any time, cause the employee to be medically examined at the Company's expense.

4.11 The parties agree that where the Union fails or is unable to fill a request for unlicensed replacement personnel acceptable to the Company within forty-eight (48) hours of the receipt of the Company's request, the Company shall be free to engage such unlicensed personnel through any other available source, subject to the following rules:

- a) Where an employee terminates his employment with the Company, he shall provide an officer with a written notice. Such notice shall be in writing and in duplicate so that the employee can retain a signed copy from the officer. The Company shall immediately thereafter request the Union to supply the required personnel.

If the Union is unable to dispatch the replacement personnel within forty- eight (48) hours, the Company may hire replacement personnel, with same criteria, from any other source available. Should this occur, the Company will provide the name, all

certificates and copy of discharged book of such candidate for unions' approval before hiring such personnel. The Union has 24 hours to accept/reject.

- b) When the Company does not provide the Union with a minimum of forty- eight (48) hours' notice for replacement personnel, the Union shall in any event endeavor to dispatch the requested personnel within the time limits required by the Company. However, if the Union is unable to dispatch with the time limits required by the Company, the Company shall be free to hire replacement personnel with same criteria, from any other source available. Should this occur, the Company will provide the name, all certificates and copy of discharged book of such candidate for unions' approval before hiring such personnel. The Union has 24 hours to accept/reject.
- c) Where an employee terminates his employment without giving 10 days' written notice to the Master, 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 with same criteria, from any other source available. Should this occur, the Company will provide the name, all certificates and copy of discharged book of such candidate for unions' approval before hiring such personnel. The Union has 24 hours to accept/reject.
- d) Where an employee is discharged for cause, the Company shall notify the Union Hall immediately with the request for replacement personnel. However, if the Union is unable to dispatch with the time limits required by the Company, the Company shall be free to hire replacement personnel with same criteria, from any other source available. Should this occur, the Company will provide the name, all certificates and copy of discharged book of such candidate for unions' approval before hiring such personnel. The Union has 24 hours to accept/reject.

## ARTICLE 5 – UNION OFFICERS BOARDING VESSELS

5.01 The Union agrees to notify the Company in writing of the name of its officers, ship's delegates and bargaining representatives and to inform the Company in the same manner of any changes. A union officer, ship's delegate or bargaining representative shall not act as such until the Company has been notified of his/her appointment but thereafter, the Company shall conduct all its dealings with the Union through these designated representatives.

5.02 The Company will permit the Union to post notice of Union meetings, elections, election results, appointments and social and recreational events or other legitimate Union business on bulletin boards on the vessels. The bulletin boards shall not be used by the Union or its representatives for posting and distributing brochures of a political or advertising nature. In any case, the Master will have the right to remove from the bulletin board anything inconsistent with the provision of this Article 5.02.



5.03 The Company agrees to issue passes to the Union's representatives for the purpose of consulting with employees aboard vessels of the Company covered by this Agreement. Representatives must first advise the Captain of the vessel of his/her presence, If the Captain is not available, the representative shall notify the deck officer on watch.

5.04 The Union shall submit to the Company the name and relevant particulars of the bona fide Union members authorized to act as its representatives and 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/her to board the Company's vessels while in port for the purpose set out in this Article.

5.05 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 the penalty of revocation of the pass granted by the Company pursuant to this Article.

5.06 The Company assumes no responsibility for securing passes to or through property owned or controlled by others, but the Company agrees to co-operate with the Union in securing such passes.

## ARTICLE 6 – LABOUR-MANAGEMENT COMMITTEE

6.01 The Company and the Union agree to form a Labour-Management Committee consisting of senior Company and Union representatives to provide a forum for the discussion of any issue except matters which have been made the subject of grievance/arbitration procedure.

6.02 The Labour-Management Committee will meet at least three (3) times each calendar year, but can also meet at the request of either party.

6.03 The parties will agree in advance on the agenda for each meeting. Minutes will be kept, circulated after each meeting, and signed off by the parties.

## ARTICLE 7 – PROBATIONARY EMPLOYEES

7.01 An employee hired in a permanent vacant position or a permanent relief position shall be considered to be a probationary employee until he/she has been employed by the Company in the bargaining unit for a period of two tours of duty working on a vessel. During the period of probation, the employee's suitability for permanent employment will be assessed by the Company.

7.02 At any time during the period of probation, an employee may be released by the Company if the Company judges the employee unsuitable for permanent employment. In the

event a probationary employee grieves his/her release, the Company shall only be required to show that it acted reasonably and did not act in a manner that was arbitrary, discriminatory or in bad faith in judging the employee unsuitable for permanent employment with the Company.

7.03 Relief employees may acquire recall rights after having completed thirty (30) days' work within one year from the first day of employment. Those having completed the said period shall be placed on the company relief list which shall be comprised of approximately 50% of its permanent crew. Such employees shall be considered as "Permanent Relief Employees" after the completion of two tours of duty worked onboard a vessel as per article 7.01.

7.04 As a condition of employment and maintenance of employment, an employee must be able to prove that his personal file does not include any restrictions preventing him from having access to any foreign port.

## ARTICLE 8 – SENIORITY

8.01 For the purpose of this Agreement an employee's seniority date shall be his/her start date with the Company.

8.02 The Company shall maintain two seniority lists, one for permanent employees who are assigned to a normal work/leave system and the other for employees who have conformed to article 7.01 and for whom no permanent status is yet available.

The permanent employee seniority list shall be limited to the number of positions required to crew the vessels of the Company.

Seniority lists shall be updated and distributed no later than each anniversary date of the Collective Agreement.

Upon, request from the Union, an updated seniority list shall be provided.

8.03 If two or more employees have the same seniority date, the crew member dispatched from the Union Hall first shall be deemed to have the most seniority.

8.04 In the event an employee is promoted to a position outside this bargaining unit, he/she will continue to accrue seniority for a period of six (6) months from the date of promotion, at the conclusion of which time he/she must either return to his/her former position in this bargaining unit or renounce his/her seniority in this bargaining unit.

8.05 In the selection of employees for promotion within the bargaining unit, where ability and qualifications are relatively equal, seniority will be the determining factor.

8.06 All permanent employees shall have preference for placement aboard Company vessels in accordance with Article 10. Under no circumstances shall employees with seniority be run into the hole while reliefs are employed except in circumstance of (1) normal crew changes and (2) mutual agreement between an employee and the Company.

## ARTICLE 9 – LAYOFF AND RECALL

9.01 The Company agrees that in matters relating to the selection of employees for layoff and recall, where ability and qualifications are relatively equal seniority will be the determining factor.

9.02 Notwithstanding the foregoing, where the Captain or Chief Engineer decides to lay off, twenty-four (24) hours written notice shall be given to the employees affected, stating thereon the reason for such layoff. Such notice may be in the form of an announcement placed on the ship's bulletin board.

9.03 A permanent employee who has conformed with article 7.01 (probationary employees) who is laid off will retain his/her seniority and the right to recall for work for a period of twelve (12) months from the date of layoff provided he/she reports to the Company for work when recalled. An employee who is recalled in conformity with the provisions of this Agreement and does not report for work will have his/her employment terminated for just cause.

9.04 Notice of recall will be by telephone and will be provided at least seventy-two (72) hours in advance of the scheduled report time unless exceptional circumstances do not permit this. It is the responsibility of the employee to ensure that the Company is always advised of how best to contact the employee for purposes of recall from layoff.

9.05 When there is lay-off, employees may take the position of another less senior employee of another position. In order to exercise this right, they need to have previously acquired seniority in that position.

## ARTICLE 10 – TOURS OF DUTY AND HOURS OF WORK

10.01 Employees will have the choice of one of two leave systems:

- a) Employees will have the option of having a day for day system in that they will work the required tour of duty of forty seven (47) days on board ship followed by forty seven (47) days off ship. Employees will have the option of changing their leave system once per year upon the anniversary date of the collective agreement.

or

- b) Employees will have the option, whenever possible, to work 60 days on the ship with 30 days off the ship based on an eight-hour work day.

Considering the vessel must reach a port where a crew change may be made, the Tour of Duty may be shortened or extended by three (3) days.

10.02 As per option a), the regular working hours when an employee is on a vessel will be eight (8) hours per day plus the hours required for normal vessel operations: for tying up, letting go, for canalling and for taking in stores. Furthermore, employees will not be required to do more than 2 hours of painting and chipping in the summer, weather permitting. At no time will said overtime hours violate the employees' hours of work and rest.

As per option b), the regular working hours will be eight (8) hours per day. Watchkeeping employees will normally work an eight (8) hour day consisting of two (2), four (4) hour watches, seven (7) days a week. With the exception of the Catering Department, dayworkers will normally work eight (8) hours a day between the hours of 8:00 and 17:00, seven (7) days a week. Employees in the engine room will work the required number of hours as per the elected Tour of Duty. Employees in the catering department will work the required number of hours as per their elected Tour of Duty in a spread of fourteen (14) hours as determined by the Master from time to time.

10.03 The Company agrees that employees in the same position may alter or trade their tours of duty in order to ensure that tours of duty are distributed in an equitable fashion for holidays, vacation etc., provided it doesn't interfere with vessel operations, and with prior approval by the Company. Said Company approval will not be unreasonably withheld.

10.04 Shifts shall be as assigned by the Master with due consideration given to seniority and ability.

10.05 Should an employee fail to report for duty as scheduled, the employee he/she was to replace must remain on duty until a substitute is secured.

10.06 When a vessel is in port, an employee may leave the vessel but must return to the vessel not less than thirty (30) minutes prior to his/her assigned shift or to the time of sailing, whichever comes first. The time of sailing will be posted on the notice board. Where an employee is directed by the Master (or his/her designate) to be on board the vessel in port after the completion of his/her watch or regular day's work, or over and above his/her assigned shift, he/she will be paid for all such hours he/she is directed to be on board at the approximate overtime rate.

The above paragraph shall not apply in ports that may be unavailable for shore leave based on local or provincial restrictions outside of anyone's immediate control. The Company will contact the Union before any shore leave restriction application..

10.07 With the prior approval of the Master or Chief Engineer, which shall not be unreasonably withheld, an employee may, while the vessel is in port, calling or at anchor, make private arrangements with other employees to exchange watches thereby enabling him/her to go ashore. There shall be no additional cost to the Company (including the payment of overtime) as a result of any such exchange of watches.

10.08 If an employee misses a vessel due to the fact that it sails before the posted sailing time, he/she will notify the Master by telephone within two (2) hours of the original posted sailing time, and if the employee joins the vessel at the first point where it can be boarded, he/she will be reinstated and reimbursed his/her transportation costs to the vessel, provided he/she notifies the Master as soon as possible of his/her intention to rejoin the vessel. There will be no break in service of the employee under these circumstances.

10.09 If an employee misses a vessel due to circumstances for which he/she cannot be held responsible, he/she will be reinstated provided he/she promptly notifies the Master or the Company's office of his/her 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.

10.10 Maintenance work is hereby defined as painting, chipping, soogeeing or maintenance to ships gear. When maintenance work is applied to the deck of the ship, it shall be performed only in daylight hours and when weather conditions are such that allow this work to be performed in a completely safe manner. The company and the Union recognize the importance of maintaining the ship in a high level of good cosmetic condition, therefore the company agrees to allow, on prior approval of the Master, to those on the Option b) 60 days on 30 days off Tour of Duty, approximately two (2) hours per day of overtime to each available deck position on acceptable days for maintenance work.

10.11 An employee may request additional unpaid time off over and above paid time off referred to in this Article, which shall be taken in conjunction with their 30-day paid time off period. Such requests shall be limited to two (2) times per year to a maximum of two (2) weeks per request.

Requests for additional time off must be submitted in writing at least fourteen (14) days prior to the taking of additional time off.

The Company has the right to approve a request under this Article, but approval shall not be unreasonably withheld and is conditional upon a suitable replacement being available.

This provision for requesting time off is not intended to replace any existing arrangements or practices with respect to the granting of leaves of absence.

## ARTICLE 11 – OVERTIME AND EXTRA OVERTIME

11.01 All hours worked in excess of eight (8) hours in a day and forty (40) hours in a week (From Sunday to Saturday) are considered overtime and extra overtime as per the applicable leave system of either 10.01a) or 10.01b).

- a) Extra overtime will be paid after twelve (12) hours in a day and eighty-four (84) hours in a week for those employees who elect option 10.01 a);
- b) Overtime will be paid after eight (8) hours in a day for those employees who elect option 10.01 b);

At no time will overtime and extra overtime hours violate the hours of work and rest.

11.02 Overtime and extra overtime worked will be compensated at the rate of time and one half the employee's regular hourly rate as per the applicable leave system of either 10.01 a) or 10.01 b).

11.03 It is recognized that the wages paid to an employee while he/she is on leave pursuant to Article 10.01 include payment for a certain amount of overtime over the course of the tour of duty. Should an employee not work a complete week, the hourly calculation will be prorated. Any calculations for overtime and extra overtime will be made at the end of each month and paid out on the next paycheque following receipt by the Company's payroll department of detailed overtime sheets.

11.04 Overtime and extra overtime will be recognized only when it has been approved by the Master in writing prior to the overtime and extra overtime being worked.

11.05 No employee shall be required to perform more than the regulatory hours of continuous work, excluding meal hours, in a twenty-four (24) hour period.

11.06 The Master will ensure that overtime and extra overtime work is distributed equitably among the employees.

11.07 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, will 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 will overtime and extra overtime be paid for the work performed in connection with these emergency duties of which the Master will be the sole judge. Further, the Master may, whenever he/she deems it

advisable, require any employee to participate in lifeboat or other emergency drills without incurring overtime.

11.08 When an employee is called out to work overtime for less than one hour, he/she shall be paid not less than one (1) hour overtime pay. After the first hour, entitlement to overtime pay shall be in half hour increments, rounded upward to the nearest half hour from the actual length of time worked on the call out.

## ARTICLE 12 – MEALS

12.01 Meal hours, when practicable, shall be as follows, unless otherwise directed by the Master, 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 7:30 to 8:30 hours
Lunch:	from 11:30 to 12: 30 hours
Dinner:	from 17:00 to 18:00 hours

Meal schedules will be reviewed from time to time and if changes are required (apart from changes to be made by the Master pursuant to this Article 12.01) they will be made on consent of both parties.

12.02 A fifteen (15) minutes coffee break shall be allowed to each employee on each watch, and for employees on day work, each morning and afternoon. Coffee breaks for dayworkers will be taken as close to 10:00 hours and 15:00 hours as possible. For watchkeepers, coffee breaks will be taken as near as possible to the middle of the watch.

12.03 Nutritious food will be provided for the employees at all meals, and will be available for night lunches for employees changing watch and those working overtime.

12.04 Employees will be given one half (1/2) hour free from work for the purpose of eating each meal. Should for some reason an event occur (other than as indicated in Article 11.07) that does not provide for an employee to have one half (1/2) hour to eat his meal within the provisions of article 12.01, the employee will receive a premium of one hour basic pay as a compensation for the missed meal.

For these crediting provisions to apply, the reduction in or disruption of a meal hour must be at request or with the approval of the Master.

12.05 Employees who are entitled to meals while on Company business will be reimbursed (upon the submission of bona fide receipts) for reasonable costs incurred by them in the purchase of meals when the Company is unable to provide them with meals on board a vessel.

## ARTICLE 13 – WAGE ADMINISTRATION

13.01 The basic rates of pay for the employees covered by this Agreement shall be as set forth in the wage schedules in Appendix “A” attached hereto and forming part of this Agreement. Wages include any amounts required to be paid by statute on account of vacation pay and statutory holidays.

13.02 When an employee is temporarily assigned by the Master to a higher paid position, for a period of at least one (1) shift, for the purpose of replacing an employee who is injured, sick or absent, the employee will receive the rate of the position to which he/she has been temporarily assigned by the Master. If assigned to a lower paid position for the purpose of replacing an employee who is Injured, sick or absent, the employee will continue to receive the rate of his/her regular position rather than the lower rate of the position to which he/she has been temporarily assigned.

13.03 Wages will be paid by way of direct deposit into the employee's bank account no later than Friday following the end of each pay period. The pay stub will be sent to the employee either by mail or epost. Each employee must provide the company with an authorization for direct deposit and all relevant banking information and any changes thereto.

13.04 Relief employees will receive payment for the full amount of worked and accumulated leave days upon completion of their assignment.

## ARTICLE 14 – PAID LEAVE SYSTEM

14.01 The Company's leave systems, whereby employees receive a regular biweekly pay cheque during their Tour of Duty, Article 10.01 a) or b). For every day worked, an employee is credited with one (1) day's leave with pay when the selected Tour of Duty is 10.01a) and a half a day's leave when the selected Tour of Duty is 10.01b).

An employee will begin his/her period of leave once he/she has earned forty seven (47) days' leave when the selected Tour of Duty is 10.01a) or once he/she has earned thirty (30) days' leave when the selected Tour of Duty is 10.01b).

14.02 The purpose of the Leave System is to compensate an employee for certain wages and benefits, that accumulate to him/her under the requirements of Federal Labour Law while working on board ship.



14.03 The Leave System is designed to sufficiently cover the following items:

Statutory Holidays (12)

Vacation Pay at 6%

Overtime incurred during weekends

Only for employees working in accordance with Article 10.01 a) overtime up to four (4) overtime hours per day at a rate of time and one half, however, the leave system will not be reduced if the overtime is not worked

Particulars:

For employees working in accordance with Article 10.01 a of this agreement, it is understood that hours worked up to twelve (12) hours per day and eighty-four (84) hours per week is covered by the leave system of One for one.

Tour of Duty:

The Company requires a "Tour of Duty" to be a minimum of:

- For Article 10.01 a): a minimum forty-four (44) days and maximum of fifty (50) days or often described as "approximately" forty-seven (47) days on board ship, followed by forty-seven (47) days off the ship.
- For Article 10.01 b): a minimum of 56 days and maximum of 63 days or often described as "approximately" 60 days on board ship, followed by 30 days off the ship.

Tour of duty may be extended upon written application to the Crewing Department outlining valid reasons for request. Such requests shall be limited to two (2) times per year to a maximum of two (2) weeks per request.

An employee may request and be granted an additional period of up to 2 months leave of absence, without pay, per year, provided a qualified replacement is available and the time off is not used to be worked/engaged, in the "marine industry".

Requests for additional time on must be submitted in writing to the Crewing Department at least fourteen (14) days prior to the taking of additional time off.

The Company has the right to approve a request under this Article but approval shall not be unreasonably withheld and is conditional upon a suitable replacement being available.

Employees may elect to be partnered with another employee in the same rating for additional time off with the understanding that the additional leave is unpaid. The employee will notify the Company within reasonable delays in order to allow time for the Company and the employees involved to develop an acceptable schedule.

#### Statutory Holidays:

If an employee works on a statutory holiday, he/she is entitled to two and one half times the Daily rate, which is included in the leave system.

The Company agrees to recognize the following holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, New Brunswick Day, Thanksgiving Day, National Day of Truth and Reconciliation, Remembrance Day, Christmas Day, and Boxing Day.

#### Overtime incurred in regular work week (weekends)

As the Company operates under Federal Law, overtime becomes due after 40 hours or five days at the rate of time and one half. The Company pays 56 hours or seven days at straight time on regular payroll (every 2 weeks). This means that the "half rate" for weekends is owed to the employee. Or stated otherwise, the employee is owed eight hours pay for every weekend worked.

14.04 An employee may make a written request to extend his/her tour of duty in order to accumulate a longer period of leave. Approval will be at the discretion of the Company and will be subject to operational considerations.

14.05 Having regard to the need of the Company to be able to continue to operate its vessels with sufficient qualified employees at all times, the right to begin a period of leave is conditional upon the approval of the Company.

## ARTICLE 15 – GROUP INSURANCE POLICY

15.01 The Company will continue to make available to the employees group insurance coverage including life insurance (inclusive of dependent life insurance), long-term disability insurance, health care (inclusive of vision care and prescription drugs) and dental care providing benefits that are no less favorable to the employees than in force on October 15, 1994, subject to the following conditions:

- (a) Should the experience of the group health/dental prescription drug programs exceed ten percent (10%) of the acceptable experience level, the Company on notification to the Union may implement a surcharge on prescription drugs of up to \$15.00 per prescription and cannot reduce payment of dental fees below seventy-two-point five percent (72.5%).

- (b) The Company reserves the right to change insurance carriers from time to time;
- (c) Upon the request of the Union, the Company will provide the Union with the financial justification for any change in benefits.

15.02 Premium costs shall be shared at a ratio of 80% by the Company and 20% by the employee.

15.03 It is agreed between both parties that there shall be no reductions of benefits under this Article for the complete term of this Agreement.

## ARTICLE 16 – TRANSPORTATION COSTS

16.01 Upon joining the vessel, employees are responsible for their own transportation to the nearest airport. The cost of transportation from the 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 airport nearest to the employee's home base.

When required by the company to use their own vehicle for transportation to join the ship, the Company shall pay a one-way car allowance in accordance with what is currently paid to Company personnel.

16.02 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, is suspended, or is dismissed, transportation costs will not be paid by the Company.

16.03 Whenever possible, an employee shall be given 96, but no less than 72 hours' notice prior to joining the vessel. If the crewmember is not available at his normal place of contact 96 hours prior to his scheduled return to his vessel, he shall contact the office and provide new contact information. If the crewmember does not respond, within 72 hours, the Company will move on to the next employee. On the day of travel, either joining or leaving the vessel, for a normal Tour of Duty, a crew member shall be credited with one half day of work, and one half day of leave, regardless of whether the crew member works that day or does not work that day.

16.04 In the event that an employee is transferred by the Company from one vessel to another vessel of the Company, the Company shall continue to pay the employee his/her regular day rate of pay, and benefits, and reasonable expenses during the time period necessary to enable him/her to make his/her transfer.

16.05 The Company will reimburse employees for reasonable hotel and meal expenses incurred in the course of following the Company's instructions with respect to joining a vessel.

16.06. If the Company requests an employee to attend to any Company business, without limiting the generality of the foregoing, it will be without loss of pay or benefits and the Company shall reimburse the employee for all reasonable expenses incurred by him/her upon production of acceptable receipts and vouchers.

16.07 The Company will reimburse Employees for reasonable expenses incurred in the course of following the Company's instructions with respect to joining, leaving, or transferring to and from a ship.

Employees who are entitled to meals while on Company business will be reimbursed upon submission of itemized receipts for reasonable costs incurred by them in the purchase of meals (excluding alcohol) when the Company is unable to provide the Employee with a meal or meal(s) on board a ship.

The Company will reimburse Employees for reasonable hotel expenses incurred in the course of following the Company's instructions with respect to joining a ship. Employees will be required to provide the Company with an itemized receipt for all expenses.

16.08 In the event an employee is injured or becomes ill and a medical doctor determines that he/she must leave the vessel as a result, the Company will pay the employee's cost of transportation to the hospital or to the employee's residence.

16.09 In the event that an employee either joining or leaving the vessel is detained overnight on the day of travel, the employee will be reimbursed for accommodation costs supported by receipts, and in addition, will receive a travel allowance of one hundred dollars (\$100) per day, provided he has obtained prior Company approval. The travel allowance is to be claimed on the normal Travel Expense Claim Form and does not need to be supported by vouchers.

## ARTICLE 17 – EMPLOYEE RESIGNATION

17.01 When an Employee decides to resign from his employment with the Company, he/she must give the Master or the Company Office ten (10) days' notice in writing.

Upon receipt of notice, the Company undertakes to immediately find the required replacement personnel and will not unduly delay his joining the vessel.

An Employee who fails to give proper notice of resignation in accordance with Article 17.01, and who is working on board a vessel at the time of his/her resignation, may be penalized for the time it takes for his replacement to join the vessel to a maximum of up to ten (10) days'

pay, which may be deducted by the Company from any pay due to the Employee at the time he/she resigns.

17.02 The Company will not pay the cost of transportation from the vessel to an employee's home where an employee resigns while working on board a vessel. Should an employee work less than thirty (30) days of his scheduled tour of duty, the Company shall be entitled to recover all related expenses incurred while joining the vessel.

## ARTICLE 18 – LEAVES OF ABSENCE

18.01 An employee who has completed the probationary period, will be granted bereavement leave when death occurs to a member of his/her immediate family, that is, his/her father, mother, spouse, common law spouse, child, brother, sister, parents-in-law and grandparents. The employee granted bereavement leave will be paid at his/her basic rate for time lost up to a maximum of five (5) days, excluding travel time to home airport. The Company will pay transportation costs from the vessel to the employee's home under these circumstances. In the event the employee is home on leave when such situation occurs, the above grant becomes nil.

18.02 Employees will be entitled to reasonable leave of absence without pay in the event of either illness or injury to himself/herself or a member of his/her immediate family.

18.03 Employees will be entitled to child care leave in accordance with the provisions of the Canada Labour Code.

18.04 Claims for leave under this Article must be supported by proper medical or bereavement evidence upon returning to the vessel, otherwise the employee forfeits his/her right to employment with the Company.

18.05 An employee returning from leave under Article 18.01 or 18.02 will notify the company's office seventy-two (72) hours in advance of the time he/she is ready to return to the vessel.

## ARTICLE 19 - HEALTH AND SAFETY

19.01

- a) An occupational Health and Safety Committee, having at least one S.I.U. of Canada representative on it, shall be established to promote safe and healthy working conditions for persons employed on vessels of the Company.
- b) The Committee shall hold meetings as necessary but no later than every three (3) months unless both parties agree to postpone or cancel a meeting.
- c) Each of the parties shall submit to the other an agenda of matters to be discussed at least thirty-six (36) hours prior to the meeting day.

d) Upon request, Ship board safety meeting minutes to be sent to Union.

19.02 No animals or pets will be permitted on board a ship.

## ARTICLE 20 – DRUG AND ALCOHOL TESTING

20.01 The Union and the employees recognize that the company must have a "zero tolerance" drug and alcohol policy in place in order to transact business with the major oil companies.

20.02 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) employees returning to the vessel from any shore leave must be in an absolutely sober condition; random testing for drug and alcohol use will be performed without prior notice;
- c) failure to comply with the policy will result in immediate dismissal.

## ARTICLE 21 – FAMILY VISITATION

21.01 With the prior approval of the Master, which will not be unreasonably withheld, and in accordance with dock policy an employee may, while the vessel is in port, bring his/her spouse and family aboard for a visit, with the exception of children under twelve (12) years of age. Immediately upon coming on board, the employee and his/her family members must sign a waiver releasing the company from all liability and while on board must observe the Company's safety policy.

## ARTICLE 22 – DISCIPLINE

22.01 No employee shall receive a written reprimand or warning, be suspended or be dismissed, except for just cause.

22.02 Whenever a meeting between the Company and an employee is held for the purpose of imposing discipline, or to investigate a matter which could result in the discipline of that employee, the ship's delegate or, if the employee in question is the ship's delegate, another employee, will be present where possible.

22.03 Where an employee is discharged for cause or suspended from his employment, the Captain or Chief Engineer shall immediately furnish to the employee in writing the reasons for such discharge or suspension which the Captain or Chief Engineer shall sign.

22.04 The Company will not introduce as evidence in a discipline matter any document from the file of an employee, the existence of which the employee was not aware, at the time the document was placed in his/her file or within a reasonable period thereafter.

22.05 The Company agrees that it will not rely on those elements of an employee's discipline record which are in excess of twenty-four (24) months' old. However, all disciplinary measures on an employee's record may be relied upon until a period of twenty-four (24) months has elapsed without any additional disciplinary measures being taken against that employee.

22.06 Refusal of any employee to work as directed or to obey lawful orders of his/her superior officers may be grounds for dismissal. Any employee who leaves a vessel without being properly relieved will forfeit his/her job with the Company.

#### HARASSMENT AND VIOLENCE IN THE WORKPLACE POLICY

22.07 The Union and the employees recognize that the Company has a "zero tolerance" policy on harassment and violence in the workplace, which is maintained in accordance with the law.

#### ARTICLE 23 – MARINE DISASTER

23.01 An employee who suffers loss of clothing or other personal effects because of a marine disaster or shipwreck will be compensated by the Company for such loss to a maximum of twenty-five hundred (\$2500.00) dollars.

23.02 An employee or his/her estate making a claim under this Article will submit reasonable proof to the Company of the Actual value of the loss suffered. Such proof will be a signed affidavit listing the individual items and amounts claimed.

#### ARTICLE 24 – GRIEVANCE AND ARBITRATION PROCEDURE

24.01 Before resorting to filing a grievance, an employee shall attempt to resolve any disagreement with their immediate supervisor or, if necessary, with another designated representative of the Company. If the disagreement is unresolved, the employee must contact the Union who will contact the Company's designated representative to discuss the interpretation of the Collective Agreement. The Company will confirm its position within seven (7) days.

24.02 An employee shall have the right to submit a grievance using the standard grievance form to the Company through the Union within 7 days of the occurrence or knowledge of the event,

in accordance with the procedure outlined herein. The Union also has the right to submit a grievance in writing to the Company on behalf of all employees who are members of the Union or a group or class of employees within 20 days of the event giving rise to the grievance.

24.03 The Company representative shall answer the grievance within twenty (20) days of its receipt.

24.04 Within sixty (60) days following the reply referred to in the preceding paragraph, the Union is entitled to refer the matter to arbitration and inform the other Party of this fact in writing.

24.05 The deadlines set out in Articles 24.02, 24.03 and 24.04 are mandatory and shall result in forfeiture of the grievance in the event of non-compliance. The Parties may agree to extend the deadlines in writing.

## **ARBITRATION**

24.06 Any grievance concerning the interpretation or alleged violation of any provision of this Collective Agreement which has not been resolved to the satisfaction of the Company and the Union may be submitted to arbitration. Matters relating to an application to amend this Collective Agreement, or which are not covered by this Collective Agreement, shall not be referred to arbitration.

24.07 The Parties agree that any outstanding grievance shall be referred to arbitration by an arbitrator who shall be mutually agreed upon and jointly appointed by the Union and the Company. This choice will be made within ten (10) days of the request for arbitration submitted by either Party. In the event that the Parties cannot agree on the choice of an arbitrator within the ten (10) day period, the matter may be referred by either Party to the Minister of Labour who will select and appoint an arbitrator.

24.08 In the event of the inability of an arbitrator appointed in the manner provided for above, the Parties may agree to entrust the matter by mutual agreement to another arbitrator, or failing that, the matter may be referred by either Party to the Minister of Labour, who shall appoint an arbitrator.

24.09 The arbitrator's decision shall be limited to matters relating to the grievance submitted to them.

24.10 The arbitrator shall have no jurisdiction to make a decision inconsistent with the terms of this Collective Agreement or to vary any part thereof. In disciplinary matters, the arbitrator may confirm, vary or rescind the decision of the Company and may substitute such decision as the arbitrator deems just and reasonable in light of all the circumstances of the case. In



administrative matters, they may confirm the Company's decision or rescind it if it constitutes a pretext for disguised disciplinary action.

24.11 Arbitration rulings made under this Article of the Collective Agreement shall be final and binding on the Company, the Union and all interested persons.

24.12 The arbitrator's expenses, fees and costs shall be paid by the Party found in default by the arbitrator. The arbitrator may also, in the event that the arbitrator does not find in favour of either Party, divide the expenses, fees and costs into two (2) parts in proportion to the share of responsibility of each party.

## ARTICLE 25 – STRIKES AND LOCKOUTS

25.01 The Union agrees there will be no strikes and the Company agrees there will be no lockouts, except as permitted by the provisions of the Canada Labour Code.

25.02 The Company will not expect the employees to cross a lawful picket line in an industry related to the business of the Company nor to perform the work of the people on strike. However, employees will be expected to remain on board the vessel and perform their regular duties.

## ARTICLE 26 – GENERAL PROVISIONS

26.01 Nothing in this Agreement will be construed so as to affect the obligations of the parties under the provisions of the Canada Shipping Act, or other legislation, or to impair in any manner whatsoever the authority of the Master.

## ARTICLE 27 – SEVERANCE PAY

27.01 Permanent employees who are laid off, due to shortage of work shall retain recall rights for up to twelve (12) months from the date of layoff. Should they not be recalled during this time, they shall be severed and the Company shall pay each employee five (5) days basic pay for each full year of service.

Permanent employees for the purpose of this article shall be those employees with a minimum of one-year seniority with the Company. A full year of service is defined as three hundred and sixty-five (365) days on the Company payroll. Approved leave of absence, sickness or injury shall be credited towards the completion of the above three hundred and sixty-five days.

27.02 Where employees are displaced due to automation, mechanization, permanent reduction in the number of employees or the sale or re-flagging of the vessel on which they are employed, the following rules shall apply:

- 1) The right to placement on other Company vessels shall remain in effect for twelve (12) months after the original job was terminated, after which time those who were not placed shall receive severance in accordance with article 27.01 above.
- 2) Should an employee be offered a permanent placement, within the twelve (12) month period prescribed, and refuses the assignment, that employee will be considered to have self-terminated and no severance pay shall be forthcoming.

## ARTICLE 28 – DURATION OF AGREEMENT

28.01 This Agreement shall take effect the 1st day of February 2021 and shall remain in full force and effect until the 31st day of January, 2026, and from year to year thereafter unless written notice to bargain is given by either party to the other during the one hundred and twenty (120) day period immediately preceding the expiry of this Agreement.

Signed at Shediac, this 25<sup>th</sup> day  
of May, 2022

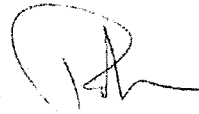
RIGEL SHIPPING CANADA INC.




\_\_\_\_\_  
Brian Ritchie  
President

Signed at Montréal, this 18 day  
of May, 2022

SEAFARERS' INTERNATIONAL UNION OF CANADA



\_\_\_\_\_  
Patrice Caron  
Executive Vice-President



\_\_\_\_\_  
Charles-Etienne Aubry  
Vice-President St. Lawrence and East-Coast

## APPENDIX "A" WAGE SCALE

Effective February 1, 2021, the annual wage increase shall be 0%

2021 Wage Scale	Hourly Rate	Overtime Rate	Daily Rate
Leading Seaman	27.04	40.56	216.31
Seaman	23.49	35.24	187.93
QMED	23.49	35.24	187.93
Cook	27.04	40.56	216.31
General Duty	19.32	28.98	154.56

Effective February 1, 2022, the annual wage increase shall be 2%

2022 Wage Scale	Hourly Rate	Overtime Rate	Daily Rate
Leading Seaman	27.58	41.37	220.65
Seaman	23.96	35.94	191.68
QMED	23.96	35.94	191.68
Cook	27.58	41.37	220.65
General Duty	19.71	29.56	157.65

Effective February 1, 2023, the annual wage increase shall be 2%

2023 Wage Scale	Hourly Rate	Overtime Rate	Daily Rate
Leading Seaman	28.13	42.20	225.06
Seaman	24.44	36.66	195.51
QMED	24.44	36.66	195.51
Cook	28.13	42.20	225.06
General Duty	20.10	30.15	160.80

Effective February 1, 2024, the annual wage increase shall be 2.5%

2024 Wage Scale	Hourly Rate	Overtime Rate	Daily Rate
Leading Seaman	28.84	43.25	230.69
Seaman	25.05	37.57	200.40
QMED	25.05	37.57	200.40
Cook	28.84	43.25	230.69
General Duty	20.60	30.90	164.82

Effective February 1, 2025, the annual wage increase shall be 2.5%

2025 Wage Scale	Hourly Rate	Overtime Rate	Daily Rate
Leading Seaman	29.56	44.33	236.45
Seaman	25.68	38.51	205.41
QMED	25.68	38.51	205.41
Cook	29.56	44.33	236.45
General Duty	21.12	31.68	168.94

For those periodic voyages into the Arctic, each crewmember shall be entitled of a premium of minimum \$30 and \$65 for leading seaman per day onboard during the Arctic voyage. Any increases are subject to Charter's approval. The Company will inform the Union when those amounts are to be reviewed.

The premium will be applied for the total period that the ship is located north of the 54th parallel.

Permanent employees will receive a seniority bonus on the following anniversary dates as follows:

- 1) Those Employees who have been continuously employed with the company for ten (10) or more years shall receive a monetary bonus of \$1,500.00 on their ten (10) year anniversary.
- 2) Those Employees who have been continuously employed with the company for fifteen (15) or more years shall receive a monetary bonus of \$2,000.00 on their fifteen (15) year anniversary.
- 3) Those Employees who have been continuously employed with the company for twenty (20) or more years shall receive a monetary bonus of \$2,500.00 on their twenty (20) year anniversary.
- 4) Those Employees who have been continuously employed with the company for twenty-five (25) or more years shall receive a monetary bonus of \$3,000.00 on their twenty-five (25) year anniversary.

**LONGEVITY RECOGNITION**

10 years anniversary	\$100/month
15 years anniversary	\$225/month
20 years anniversary	\$350/month
25 years anniversary	\$500/month

All these amounts are going to be added to the hourly rate; therefore, RRSP of 7% will apply.

**RETROACTIVITY**

The parties agree that retroactivity on wages shall be paid to February 1, 2022.

**LETTER OF UNDERSTANDING – NO. 1 - Clothing Policy  
BETWEEN  
THE SEAFARERS' INTERNATIONAL UNION OF CANADA  
AND  
RIGEL SHIPPING CANADA INC.**

RE: CLOTHING POLICY

This will confirm that the Company will continue to apply its clothing policy to the employees covered by this collective agreement.

Pursuant to the policy, the Company supplies one (1) pair of coveralls to each new employee at the time the employee first goes to work on a vessel, and thereafter two (2) additional pairs of coveralls during the first twelve (12) months of employment. Subsequently, coveralls are replaced as needed to a maximum of three (3) pairs of coveralls per year of which, one (1) shall be insulated as well as a sufficient supply of work gloves.

Each employee, upon completion of one year of service with the Company and the completion of each subsequent year of service, is paid a safety footwear allowance and/or a foul weather clothing reimbursement of up to two hundred dollars (\$200.00) supported by receipts for the duration of this collective agreement.

The Company reserves the right to change its clothing policy at any time. The Company does however agree that the overall benefit will never be less than what is in effect on February 1st, 2002, provided that the Union is informed prior to its implementation.

**LETTER OF UNDERSTANDING – NO. 2 - Manning Scale  
BETWEEN  
THE SEAFARERS' INTERNATIONAL UNION OF CANADA  
AND  
RIGEL SHIPPING CANADA INC.**

RE: MANNING SCALE

The Company agrees that effective the date of signing of this Collective Agreement, the manning scale for each vessel owned and operated by the Company will be as follows for the life of the Collective Agreement and will not be reduced without the agreement of the Union:

Leading Seaman	1
Seaman	3
Cook	1
General Duty	1
QMED	1
TOTAL	7

In the event the Company acquires new vessels requiring different manning levels than the existing vessels, the Company will discuss such manning levels with the Union prior to commencing the operation in Canadian waters of any such vessel.

**LETTER OF UNDERSTANDING – NO. 3 - Employee Qualifications and Requirements  
BETWEEN  
THE SEAFARERS' INTERNATIONAL UNION OF CANADA  
AND  
RIGEL SHIPPING CANADA INC.**

**RE: EMPLOYEE QUALIFICATIONS AND REQUIREMENTS**

The minimum requirements for a candidate to apply for employment in positions covered by this Agreement are:

- In possession of valid MED certificate
- Vessel Personnel with Security Responsibilities (VPWSR)
- Tanker endorsement certificate (preferred but not mandatory for Galley department)
- In possession of a ship's cook certificate (Chief Cook only)
- Bridge watchman certificate (S.T.C.W./95) (Deck department only)
- Engine Room Rating (ERA) (Qmed only)
- Acceptable references and experience
- Valid passport

The QMED's primary function aboard Rigel Tankers is to perform duties pertaining to machinery spaces aboard the vessel. However, from time to time the QMED may be used for limited duties in the deck department when extra personnel are required, including but not limited to tying up, untying and canalling as well as deck maintenance work when painters are employed.

If a QMED replaces a member of the deck department in the performance of overtime, it will be in the case of a violation of the hours of rest requirements of the Crewing Regulations of the Canada Shipping Act. Should a QMED replace a member of the deck department in the performance of overtime, the employee who should have been called will receive overtime pay for each hour worked by the QMED, unless the said employee was required to rest according to hours of rest regulation.



**LETTER OF UNDERSTANDING – NO. 4 - Application of the Collective Agreement  
BETWEEN  
THE SEAFARERS' INTERNATIONAL UNION OF CANADA  
AND  
RIGEL SHIPPING CANADA INC.**

**APPLICATION OF THE COLLECTIVE AGREEMENT TO RIGEL SHIPPING CANADA INC. UMBRELLA  
COMPANIES**

The parties hereby agree that the Collective Agreement between Rigel Shipping Canada Inc. and the Seafarers' International Union of Canada will apply to all vessels operated, owned or managed by Rigel Shipping Canada Inc.

**LETTER OF UNDERSTANDING – NO. 5 - Stewards Extra Meals  
BETWEEN  
THE SEAFARERS' INTERNATIONAL UNION OF CANADA  
AND  
RIGEL SHIPPING CANADA INC.**

**STEWARDS EXTRA MEALS**

When extra crew or guests, including gaugers linesmen, are served meals during the regular working hours the members of the stewards' department involved in the preparation and serving extra meals shall equally share three (3) dollars per extra meals.

Extra crew or guests shall be comprised of persons who are not part of the vessels normal crew complement. Officials of Rigel Canada, Groupe Desgagnés, Petronav Representatives, Union Representatives, painters, pilots and crew members' families are exempt from this Letter of Understanding.

**LETTER OF UNDERSTANDING – NO. 6 - Benefits  
BETWEEN  
THE SEAFARERS' INTERNATIONAL UNION OF CANADA  
AND  
RIGEL SHIPPING CANADA INC.**

**BENEFITS**

**RRSP – Permanent Employees**

The Company shall contribute 7% of each employee's earnings into the group R.R.S.P. based on the following calculations:

- number of hours per pay X hourly rate X 7%.
- Personal contributions by Company employees shall be permitted to the RRSP at any time through payroll deductions, at any rate determined by the Employee.

**RRSP – Permanent Reliefs**

For all those employees working during that period that are members of the official "Rigel Shipping Permanent Relief List", produced January 1st, of each year.

From the signing Date of this contract, the Company shall contribute 7% of each employee's earnings based on the following calculations:

- 8 hrs. per day X hourly rate X every worked days and earned lay days X 7%.

The Company shall remit on a monthly basis to the SIU of Canada Pension Plan.

When the employee turns 71, the employer's contribution to the employee's pension fund will cease. From then on, the associated value will be paid to the employee.

**SEAFARERS' MEDICAL PLAN**

The Company agrees to make monthly contributions, described hereafter, to the Seafarers' Medical Plan on behalf of all relief employees as well employees during the probation period, from the date of signing of the collective agreement, \$10 per employee per day worked.

**LETTER OF UNDERSTANDING – NO. 7 - Seafarers' Hiring Hall**  
**BETWEEN**  
**THE SEAFARERS' INTERNATIONAL UNION OF CANADA**  
**AND**  
**RIGEL SHIPPING CANADA INC.**

**SEAFARERS' HIRING HALL**

Effective February 1st, 2022, the Company agrees to contribute to the Seafarers' International Union of Canada Hiring Hall Fund five dollars and ninety-five (\$5.95) per day worked by each employee recorded in the Company payroll.

**LETTER OF UNDERSTANDING – NO. 8 - Officer Cadets  
BETWEEN  
THE SEAFARERS' INTERNATIONAL UNION OF CANADA  
AND  
RIGEL SHIPPING CANADA INC.**

OFFICER CADETS

Where in cooperation with Government training programs, officer cadets are articulated on any current vessels owned by the Company, it is agreed that a maximum of two (2) cadets shall be carried on any one vessel. On new Company vessels, the parties will agree on the number of cadets.

Officer cadets shall be assigned to either regular watches, or to one watch per day of eight (8) hours of work. Where a cadet is assigned to a watch, he shall be in addition to the regular watchkeeper and in no event shall be considered a substitute or replacement.

On no account shall an officer cadet replace an unlicensed crewmember in the performance of any overtime work on the vessel.

It is agreed that this Collective Agreement will hold no jurisdiction over the approved teaching curriculum of officer cadets.

At the Union's request, the Company shall supply proof to the effect that one or several cadet officers assigned to a vessel are undergoing training in accordance with the rules and regulations of the training institute they attend.

**LETTER OF UNDERSTANDING – NO. 9 - Summer Painting Program  
BETWEEN  
THE SEAFARERS' INTERNATIONAL UNION OF CANADA  
AND  
RIGEL SHIPPING CANADA INC.**

**SUMMER PAINTING PROGRAM**

Whereas the Union and the Company agree that the maintenance of the cosmetic condition of the ship is of vital importance to the continuous employment of the ships by the Canadian Industry, and, whereas due to the nature of the normal trading pattern of the ships the performance of painting by member is limited by other work commitments, it is agreed that non-member employees can be employed.

The company shall pay a servicing fee of \$25.00 per position per month that the employee works, to the Union.

**LETTER OF UNDERSTANDING – NO. 10 - Trailer Clause**  
**BETWEEN**  
**THE SEAFARERS' INTERNATIONAL UNION OF CANADA**  
**AND**  
**RIGEL SHIPPING CANADA INC.**

TRAILER CLAUSE

The parties agree that should the Company consent to higher increases to monetary items and/or benefits to another bargaining unit than those consented to SIU members, the superior terms will automatically be extended to SIU members retroactively within 60 days of the signing or revision of a collective agreement with another bargaining unit. The parties agree to suspend the application of the above for the period from February 1, 2021 to January 31, 2026 after which date, this trailer clause will get back into full force. During the suspended period the application will be as follow: The parties agree that should the Company consent to higher increases to Longevity incentives and Clothing Allowance and/or benefits (RRSP and Group Insurance) to another bargaining unit than those consented to SIU members, the superior terms will automatically be extended to SIU members

**LETTER OF UNDERSTANDING – NO. 11 - Extra Persons on Board During Dry-Dock  
BETWEEN  
THE SEAFARERS' INTERNATIONAL UNION OF CANADA  
AND  
RIGEL SHIPPING CANADA INC.**

**EXTRA PERSONS ON BOARD DURING DRY-DOCK**

The present letter of understanding supersedes Letter of Understanding no. 5 when vessels are in dry-dock.

When extra crew or guests, including gaugers, linesmen, are served meals during the regular working hours the members of the stewards' department involved in the preparation and serving of extra meals shall benefit from overtime pay as needed.

Extra crew or guests shall be comprised of persons who are not part of the vessels normal crew complement. Officials of Rigel Canada, Groupe Desgagnés, Petronav Representatives, Union Representatives, painters, pilots and crew members families are exempt from this Letter of Understanding.



**LETTER OF UNDERSTANDING – NO. 12 - Pandemic  
BETWEEN  
THE SEAFARERS' INTERNATIONAL UNION OF CANADA  
AND  
RIGEL SHIPPING CANADA INC.**

**PANDEMIC**

The Company will continue to communicate pandemic related measures to the Union. Such measures are based on the direction of the applicable Public Health Authority. The Union and the Company agree to discuss Public Health measures to be implemented in a Marine context, in an effort to promote best practices within the maritime industry for the protection of crew and continuing operations. It is also agreed that the Union and the Company will discuss policies which may be developed regarding vaccination and testing of S.I.U. of Canada Members.

**LETTER OF UNDERSTANDING – NO. 13 - Training  
BETWEEN  
THE SEAFARERS' INTERNATIONAL UNION OF CANADA  
AND  
RIGEL SHIPPING CANADA INC.**

**TRAINING**

At the request of the Company, an employee who has completed three (3) full navigation years with the Company, with good evaluations and who qualifies for certification as an engine or deck officer, AND if enrolled in a recognized training school with supporting documents, will be assisted by the Company for their career development. The assistance can be in the form of arranging the schedule in such a way that the employee can be on leave for the time of the training and continuance of benefits and seniority, when required an extended leave, without interfering with other crew members' schedule. In addition, upon completion of the training and acquiring the Officer's Certification, the employee will receive a lump sum payment of two thousand dollars (\$2,000) and a commitment from the Company to be placed in an Officer Position at the first opportunity.

**LETTER OF UNDERSTANDING – NO. 14 - Internet Services  
BETWEEN  
THE SEAFARERS' INTERNATIONAL UNION OF CANADA  
AND  
RIGEL SHIPPING CANADA INC.**

**INTERNET SERVICES**

The Company shall make a reasonable effort to provide quality wireless internet communications for the unlicensed crew.

LETTER OF UNDERSTANDING – NO. 15 - Education Allowance

**BETWEEN  
THE SEAFARERS' INTERNATIONAL UNION OF CANADA  
AND  
RIGEL SHIPPING CANADA INC.**

Education Allowance

Effective February 1, 2021, if the employee requires training due to Company requirements to maintain their current employment and comply with Transport Canada regulations for vessel operations, the Company will pay the registration fee and reimburse the employee for reasonable hotel and meal expenses upon presentation of supporting documents. The agreement is conditional on the success of the employee obtaining the certificate.

Employees who avail themselves of this agreement undertake to remain in the Company's employment for a minimum of 12 months after payment for obtaining the certificate; otherwise, they will have to reimburse the expenses related to the course.

In such an event, the Company will deduct the reimbursement amount from their pay. If the payment does not cover the total sum owing, the employee will have to pay the remaining amount within 60 days by cheque or bank transfer.

No wages will be paid for attending this course.