

SOURCE	Union		
EFF.	16	06	01
TERM.	2002	05	31
No. OF EMPLOYEES	8		
NOMBRE D'EMPLOYÉS	JFC		

Collective Agreement

between

## **ENERCHEM TRANSPORT INC.**

hereinafter referred to as

**THE COMPANY**

**AND**

## **CANADIAN MERCHANT SERVICE GUILD**

hereinafter referred to as

**THE GUILD**

**Expiry Date - May 31, 2002**

10568 (01)

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**1. INTERPRETATION AND AMENDMENT**

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

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

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

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

1.5 In this agreement, unless the contrary intention appears,

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

- 1. section
- 1.1 subsection
  - a) paragraph
  - i) subparagraph

1.6 In this Agreement, unless the context otherwise requires,

- a) **"Company" means Enerchem Transport Inc.**
- b) "department" means deck department;

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

## **2. PURPOSE OF AGREEMENT**

- 2.1 The general purpose of this Agreement is to ensure that the Company, the Guild and the Officers employed by the Company may have the full benefits of orderly and legal collective bargaining and to provide, to the fullest extent possible, for the safety and physical welfare of the Officers, for economy of operation, for a high standard of service and for protection of property.
- 2.2 It is recognized by this Agreement to be the duty of the Company, the Guild, and the Officers to cooperate fully, individually and collectively, for the advancement of the above conditions.

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

## **3. RECOGNITION**

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

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

#### **4. UNION SECURITY**

- 4.1 The Company will endeavour to employ only members in good standing of the Guild. Such members shall, as a condition of employment, maintain their membership in the Guild for the duration of this Collective Agreement.
- 4.2 An Officer is deemed to be a member in good standing of the Guild until the Guild determines that the Officer is not in good standing pursuant to the Guild's Constitution, Rules and Regulations, and until the Guild gives notice in writing to the Company that the Officer is not in good standing.
- 4.3 The Guild shall indemnify the Company, its vessels, Officers, servants and agents and hold it or any of them harmless against any and all suits, claims, demands and liabilities that arise out of or by reason of any action taken by it, them or any of them for the purpose of complying with the foregoing provisions of this section or that arise out of or by any reason of reliance by it, them or any of them on any list or notice furnished to the Company by the Guild pursuant to the provisions of this section.
- 4.4 The Company recognizes the Guild as the source of employment for all Officers covered by this Collective Agreement and will make all requests for personnel from the Office or sub-office of the Guild, as required in this Agreement. **Such** requests shall be confirmed in writing or fax and shall specify whether the job is permanent or relief and the rating required.
- 4.5 Any person not a member of the Guild, hired or promoted to the position of an Officer, shall within thirty (30) days of employment make application for membership in the Guild. Such application may be made by telegram, fax or otherwise directed to the Head Office or sub-office of the Guild.
- 4.6 The actual selection and hiring of Deck Officer shall be at the discretion of the Company's officer representative or the Master. Deck Officers who are not accepted must be supplied with the reason in writing at the time of rejection with a copy to the Guild and same subject to the grievance procedure.

- 4.7 When a Deck Officer is dispatched on a ship upon the Company's request, and *is* refused **by** the **Master**, this Deck Officer shall be paid reasonable transportation to and from the vessel, plus eight (8) hours pay at his basic hourly rate.

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

- 4.8 The Guild agrees that membership in the Guild of an Officer shall not ~~be~~ denied, suspended or terminated for any reason other than in accordance with the Constitution, Rules and Regulations of the Guild.
- 4.9 When an Officer joins a vessel, the Company shall, as a condition of employment, deduct the monthly dues and/or initiation fee as required by the c.n.s.g. The amount(s) so deducted will only be changed during this Agreement to conform with changes in the amount of the regular dues or fees of the Guild in accordance with its Constitution and By-Laws.
- 4.10 Should the Company requires an Officer to present himself for an employment interview at the company's office, he shall be paid travel expenses as defined in Article 16.1.

## **5. BOARDING OF VESSELS**

- 5.1 The Company shall issue boarding passes to authorized representatives of the Guild enabling those representatives to board Company vessels to consult with the Officers aboard in respect to Guild business.
- 5.2 The Guild shall submit to the Company the name, address and office of each authorized representative of the Guild for whom the Guild seeks a boarding **pass**.
- 5.3 In addition to consulting with Guild members aboard a vessel, the Guild representative(s) may discuss with the Master any dispute or grievance, but the Guild representative(s) shall not interfere in any way with the operation of a Company vessel.
- 5.4 **As** a condition precedent to his receiving a boarding pass each Guild representative shall execute and deliver to the Company a general form of release absolving the Company from all liability for any injury to property, **loss** of life or personal injury sustained by him while

boarding or while aboard a Company vessel or while in or about any property owned by or under the control of the Company.

## **6. DEDUCTION OF DUES**

- 6.1 The Company shall deduct from the monthly wages of each Officer in its employ, covered by this Agreement, the monthly amount of dues as advised annually by the Guild in registered letter form indicating the months in which deduction are to begin and cease.
- 6.2 The Company shall also deduct, on receipt of a billing list from the Guild, initiation fees and dues owing from the wages of the Officers concerned.
- 6.3 The Company shall forward to the Guild, within thirty (30) days of actual deductions from an Officer's salary, all the deductions referred to in this section, together with a statement in duplicate, setting out with respect to each Officer, the Officer's name and Social Insurance number, the amount to **be** credited to him, and the payroll period in respect to which the deductions were made.
- 6.4 Failure by the Companies to remit their contributions and deductions to the Guild for dues deductions and hiring hall, to the Pension Plan and the Family Security Plan and such, by the thirtieth of the following month that deductions are made or contributions due, such failure shall incur a penalty of fifty dollars (\$50.00) per day for each day delay until such time deductions or contributions are made. The postmark on the envelope shall be the determining factor. Such penalty shall be paid to the CMSG Hiring Hall.

## **7. HOURS OF WORK**

- 7.1 In this Agreement "day" means a twenty-four **(24)** hour day commencing at 0000 hours one day and ending at 2400 hours of the same day.
- 7.2 In this Agreement, "day work" means work done by an Officer between 0800 hours and 1700 hours in any one day during the navigation season on a vessel on which watches have been broken up in order to permit one or more Officers to work exclusively during the day.
- 7.3 The normal daily working hours during the navigation season shall be on the three (3) watch system of four **(4)** hours on watch and eight (8) hours *off* watch, making a total of eight **(8)** hours worked during any one day, and any other hours worked during that day shall be considered as overtime hours.

- 7.4 The normal daily working hours during fit-out and lay-up shall be a total of eight (8) hours **between** 0800 hours and 1700 hours of **any** one day, and any other hours worked during that day shall be considered as overtime hours.
- 7.5 When an Officer is requested by the Master to remain on board in port, while off watch, he shall be paid for the stand-by time as though he had worked.
- 7.6 The normal work week shall be five (5) days of eight (8) hours, each Monday through Friday inclusive.
- 7.7 When a vessel is in port alongside or at anchor waiting to work cargo, watches will not **be** broken. When a ship is in dry dock, or undergoing repairs, watches may **be** broken providing there is no loss of monthly basic pay.
- 7.8 **Should an Officer be laid off for less than six (6) consecutive days during the navigation year and the vessel is put back into service, he shall not suffer any loss in basic pay because of such lay-off. The period of employment for which the Officer is so recalled shall not be less than five (5) days.**
- 7.9 When an Officer has to stand 6/6 for any reason, the watches shall **be** set as follows:

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

## **8. OVERTIME**

- 8.1 If an Officer works in excess of his normal daily working hours either during fit-out, the navigation season, or lay-up, he shall be paid for each hour of overtime at the appropriate overtime rate.
- 8.2 An Officer who works on Saturday shall be paid for each hour worked at time and one-half rate (1 1/2) for the first eight (8) hours and at the double time (2) hourly rate for each hour worked in excess of eight (8) hours.
- An Officer who works on a Sunday shall be paid for all hours worked at the double time rate of pay.**
- 8.3 If an Officer works on a Saturday or a Sunday, during the period of fit-out or lay-up, he shall be paid for each hour worked during those days at the appropriate hourly rate as defined in this **Article** clause **8.2**.



- 8.4 The appropriate overtime rate shall be paid for overtime worked and time off shall not **be** granted in lieu of overtime **pay**.
- 8.5 When an Officer works is performing overtime work which ceases before the expiration of one (1) hour, he shall be credited with one (1) full hour of overtime work.
- 8.6 **After** an Officer has completed one (1) hour of overtime work, **he** shall be credited with one (1) full half-hour of overtime work for each half-hour or fractional half-hour of additional overtime work he performs.
- 8.7 In the event an Officer is relieved while performing overtime work, and is recalled to **duty**, except for reporting for his regular watch, within **two** (2) hours after being relieved, he shall be **paid** at the appropriate overtime rate for the time elapsed between his relief and his recall.
- 8.8 Where an Officer is requested to relieve for meals in port, **he** shall receive one (1) hour's overtime.
- 8.9 In cases of emergency for the safety of the vessel, its crew and cargo or the safety of other vessels and crew, the Master may request any or all Officers to perform such emergency duties as he sees fit and under these circumstances, no overtime shall **be** paid for such emergency duties. The pay of overtime may be subject to the Grievance Procedure.

## 9. HOLIDAYS

- 9.1 In this Agreement the term "Holidays" includes:

New Year's Day	Canada Day
January 2nd First	Monday in August
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
First Monday in <b>June</b>	Christmas Day
Boxing Day	

- 9.2 If a holidays falls on **a** Saturday and/or Sunday, the following Monday and/or Tuesday will be observed as a holiday.
- 9.3 Where an Officer employed by the Company **does** not work **on** a holiday, he shall be paid his usual wage for that day, at his basic hourly rate.

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

- 9.4 Where an Officer employed by the Company does work on a holiday, he shall **be** paid for each hour worked during the holiday at the double time and one-half rate per hour as define in Section 14.

## 10. VACATION PAY

- 10.1 An Officer having completed less than one (1) full season of service with an Employer shall receive vacation pay monthly equal to four percent (**4%**) of his gross wages earned during the then current month with the said Employer up to the time of said pay-off.
- 10.2 An Officer having completed one (1) and less than five (**5**) full consecutive seasons of service with the same Employer shall receive vacation pay monthly equal to five percent (5%) of his gross wages earned during the then current month with the said Employer.
- 10.3 An Officer having completed five (5) and less than ten (10) full completed seasons of service with the same Employer shall receive vacation pay monthly equal to seven percent (7%) of his gross wages earned during the then current month with the said Employer.
- 10.4 An Officer having completed ten (10) or more full consecutive seasons of service with the same Employer shall receive vacation pay monthly equal to nine percent (9%) of his gross wages earned during the then current month with the said Employer.
- 10.5 The right of an Officer to receive vacation pay pursuant to subsections 10.2, 10.3 and 10.4 above shall not **be** affected in any way where such Officer is absent from his employment for reason satisfactory to the Master.
- 10.6 The Company shall pay all accumulated vacation pay to an Officer monthly.
- 10.7 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 effective one (1) day after anniversary date.

## 11. LEAVE OF ABSENCE

- 11.1 If an Officer has obtained the prior approval of the Master of his vessel or of the Company, and if a satisfactory replacement is found or some other satisfactory arrangement is made, an Officer may receive a leave of absence from his employment, without pay, without loss of seniority or any other rights acquired by him under the provisions of this Agreement.
- 11.2 In the event an Officer is elected or appointed to work in an official capacity for the Guild,
- a) if the Officer requests a leave of absence in writing, and
  - b) if the Guild approves of the Officer's request, the Company shall grant the Officer a leave of absence without pay of not more than three (3) years to work in that capacity, and, if the Company consents, the leave of absence may be extended.
- 11.3 a) In the event an Officer has been elected or appointed to attend a Guild Convention or to carry out other business of the Guild, if the Officer gives fifteen (15) clear days notice to the Company and if a satisfactory replacement is found, the Company shall, for this purpose, grant leave of absence without pay to the Officer.
- b) When the Guild reports to the Company that the Officer is ready to return to work after completing the Guild business, he shall be entitled to return to his vessel at the earliest convenient date.
- 11.4 An Officer may request paternity/maternity leave without pay prior to the expected date of the birth of a child and shall be granted such in accordance with the provisions as contained in Part III, of the Canada Labour Code.

## 12. COMPANY BUSINESS

- 12.1 Where for any reason an Officer is required to be absent from his employment in order to attend to Company business and, without limiting the generality of the foregoing, where an Officer is required by the Company to attend at:
- a) any inquiry concerning the Company or its vessels at any inquiry pursuant to the Canada Shipping Act or any other statute,

- b) any court hearing, or
- c) any hearing before a Labour Relations Board, a Conciliation Board or any administrative tribunal, the Company shall pay the Officer his basic hourly rate, pension plan contributions and family welfare plan contributions, for the period when he is so absent.

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

### **13. SCHEDULED TIME OFF WITHOUT PAY**

13.1 Scheduled time off shall **be** granted for each working hour in the working week for which time off is granted. Subject to the conditions and exceptions stated in this section, each Deck Officer shall be entitled *to* scheduled time off from the vessel on which he works, the scheduled time *off* to be calculated **as** equivalent **to one (1) day off for each two (2) days** worked of eight (8) hours per day.

13.2 Scheduled time off will not **be** granted for **periods** of **less** than fourteen (14) days without mutual **consent**.

13.3 When a Deck Officer has compiled twenty-one (21) days or more time off, provided he has made his request in writing fifteen (15) days in advance, he shall **be** granted a minimum of twenty-one (21) days time off. However, all such time off shall be completed before the first day of December. On vessels operating twelve (12) months of the year, time off shall not be taken between December First and the following January 15th, unless suitable arrangements can be made. On vessels involved in the Arctic trade, no scheduled time off shall be granted from the time of loading until the ship touches its **first** port of loading west of Belle Isle on its return trip.

13.4 If an Officer **does** not apply for scheduled time off without pay and the Officer has worked continuously for one hundred and thirty-five (135) calendar, the company can compel the Officer to take time off without pay, providing this does not conflict with previously agreed to arrangements made by other Officers.

13.5 Only one (1) Deck Officer per vessel will be permitted to take time off at one time and time off **shall be** granted on the basis of rank for the vessel on which the **Deck Officer is** employed, unless **otherwise** mutually agreed upon **amongst** the **Deck Officers involved**. **Between** the 15th of June to the 15th of September, Deck Officers will not be

permitted scheduled time off for more than thirty (30) days unless otherwise mutually agreed amongst the **Offices** involved.

- 13.6 An Officer, prior to proceeding on time off, will notify the Master, in writing, of his intended date of return to the vessel. If he is recalled to work prior to the expiration of such time off, he shall be paid at the overtime rate of pay for all work performed between the time of recall and the time his time off would normally have expired as per notification.
- 13.7 An Officer whos has at least one (1) year of seniority with the Company shall be paid an allowance to defray reasonable travel expenses between the port of disembarkation and his home in Canada, two times per season, two ways, when taking his scheduled time off without pay. These costs are to include first class surface passage plus meals and berth or economy fare or car allowance. Effective June 1, 1996, the car allowance will increase to thirty-three cents (**\$0.33**) per kilometre where no public transportation is available. **All** claims for scheduled time off transportation allowance shall be supported by original receipts for the actual funds expended.

Note the car allowance as allowed for in Articles **4.10, 13.7, 125.1, 16.1, 16.6** will all indicate the new mileage allowance of thirty-three cents (**\$0.33**) per kilometre.

#### **14. WAGES**

- 14.1** The rates of pay in effect from June 1, 1996 to May 31, 1997 inclusive are:

	Basic	1.5	2.0	2.5
1st Mate	<b>\$23.87</b>	<b>\$35.80</b>	<b>\$47.74</b>	<b>\$59.67</b>
2nd Mate	<b>\$21.68</b>	<b>\$32.52</b>	<b>\$43.36</b>	<b>\$54.20</b>
3rd Mate	<b>\$20.90</b>	<b>\$31.35</b>	<b>\$41.80</b>	<b>\$52.25</b>

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

**Note #2** The parties agree to a twenty cent (\$0.20) per hour adjustment for the Third Mate only in the third year (**1998**) of this agreement.

Effective June 1, 1997 and on June 1, 1998 the wage rates shall be increased by two percent (2%). Additionally if ~~the~~ Cost of Living index covering the previous twelve (12) month period ending May 31 exceeds two percent (2%), the wage rates shall be increased by fifty percent (50%) of the difference between the actual Cost of Living index and two percent (2%).

Effective June 1, 1999 and on June 1, 2000 the wage rates shall be increased by three percent (3%). Additionally if the Cost of Living index covering the previous twelve (12) month period ending May 31 exceeds three percent (3%), wage rates shall be increased by fifty percent (50%) of the difference between the Cost of Living index and three percent (3%).

Effective June 1, 2001, the wages rates shall be increased by three percent (3%).

**14.2** All Officers shall be allowed to draw up to fifteen (15) days basic salary, less deductions on the sixteenth (16th) days of each month where the Officer has worked fifteen (15) days. Where an Officer has worked less than fifteen (15) days, the mid-month draw will be calculated on a daily basis.

Effective no later than January 1, 1997 all wages, including mid-month draws, shall be sent directly to his bank account by direct deposit and his pay stub will be sent to the Office onboard their vessel in a sealed envelope.

## 15. TRANSFER EXPENSES

15.1 The Company shall pay for or indemnify the Officer for all expenses incurred by him in transferring from one vessel of the Company to another vessel of the Company, upon production by the Officer of acceptable receipts or vouchers as evidence of those expenses. These costs are to include first class rail passage, economy air fare, taxi or two way car allowance, where public transportation is not available, of thirty-three cents (\$0.33) per kilometre, effective June 1st, 1996, and the necessary meals and lodging as per 16.1.

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

Any combination of work hours and travel hours in excess of eight (8) hours in a day will **be paid at** the basic hourly rate unless the terms of Article 15.1 take effect. However, an Officer shall have the right to refuse any transfer.

## **16. TRANSPORTATION, MEALS AND ROOM ALLOWANCE**

- 16.1 When a Deck Officer has served the Company continuously aboard ship from the time of spring fit-out (or if signed on the vessel after Spring fit-out as a replacement, from the time of such signing on) to completion of lay-up in the Fall, except only periods of justifiable absence from duty, the Company agrees to pay reasonable transportation costs to and from his home. These costs are to include first class surface passage or economy air fare or two way car allowance, where public transportation is not available and meals and berth. Effective June 1, 1996 the car allowance shall be thirty-three cents (\$0.33) per kilometre.

**Effective June 1, 1996, the maximum allowable rate for meals shall be thirteen dollars (\$13.00) per meal exclusive of taxes and seventy-five dollars (\$75.00) per room, exclusive of taxes supported by receipts.**

- 16.2 Within the first fifteen (15) days after an Officer joins a ship, he shall be paid transportation **cost** upon rendering reasonable receipts for such costs as described in this section. In the case of discharge for cause or leaving the ship for personal reasons, all return travelling costs shall be borne by the Employee.
- 16.3 During the period of fit-out and lay-up room and meals when not provided aboard his vessel are to be paid by the Company upon production by the Officer of acceptable receipts.
- 16.4 **An** Officer who is unable to comply with the strict terms of this section by reason only that he is justifiably absent from his employment other than on Guild business in accordance with the provision of this Agreement shall nevertheless be entitled to receive from the Company his transportation, meal and room expenses pursuant to the terms of this section.
- 16.5 The Company shall not be liable to reimburse the expenses referred to in this section of an Officer,
- a) who is dismissed for cause, or

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

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

16.7 An Officer shall be given seventy-two (72) hours notice prior to joining his vessel. If it is necessary for an Officer to travel the previous day and if he starts work at 08:00 hours on the day required, he shall be paid eight (8) hours' pay at his basic hourly rate to cover travelling time.

## 17. PREMIUM PAY

17.1 In any calendar year, for every day worked in excess of two hundred and sixty (260) days with the same Company, a bonus of ten percent (10%) of the basic daily rate shall be paid for all such additional days worked at the end of the calendar year.

17.2 One pair of coveralls will be supplied by the Company to each Deck Officer after one (1) month of employment and to be replaced when necessary.

17.3 An Officer having completed ninety (90) days with the same Company in a permanent position shall receive eighty-five dollars (\$85.00) to defray the cost of safety boots. Payment shall be made on November 30th of each year. Only CSA approved footwear shall be acceptable under the regulation.

## 18. SCHOOL PLAN

18.1 An Officer who has completed at least one (1) full navigation season of continuous employment, or has celebrated his first anniversary with the Company and who succeeds in obtaining an upgrading of certification according to the following schedule:

Watchkeeping to CNII or ONII  
CNII to CNI  
ONII to ONI  
ONI to Master Foreign-going



shall **be** entitled to receive from the Company effective June 1, 1996, in respect of time spent, a subsistence of three thousand five hundred dollars (**\$3,500.00**) provided that, after obtaining such certificate, the Officer remains with the Company for one hundred eighty (180) days.

Should an Officer refuse a transfer to a vessel operating on a voyage to which his certificate is applicable, or refuses a promotion to the position for which the certificate is applicable within one (1) year of subsistence payment, the subsistence payment shall be refunded.

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

**18.3** If an Officer is required by the Company to attend a course during the navigation season and he accepts, the Company shall pay all costs related to the training course, including two-way transportation. Also, during the period that the said employee is on course, he shall be paid his basic hourly rate of pay and benefits as provided by this Agreement.

18.4 All Officers shall be given thirty (30) days advance notice, if possible, of any such courses that he will be attending.

## **19. APPRENTICE OR CADET**

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

A certificated cadet may only stand a watch in a short situation until such time the CMSG can supply a member to fill such position. The Guild shall be notified by fax of the shorthand situation.

## **20. MEDICAL EXAMINATION**

20.1 An Officer's right to employment with a Company shall be conditional upon the Officer being physically fit to perform his duties and has to meet on a continuous basis the fitness requirements under the provisions of the Continued Proficiency Certificate.

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

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

## **21. SICK LEAVE AND COMPASSIONATE LEAVE**

- 21.1 An Officer shall be entitled to receive from the Company a reasonable leave of absence from his employment without pay in the event of either illness or injury to himself or a member of his immediate family, that is: his wife, brother, sister, children, parents, parent-in-law, grandparents and **grandchildren**.

- 21.2 After completion of sixty (60) days of continuous employment with the same Company, an Officer will be granted compassionate leave when death occurs to a member of his immediate family, that *is* his father, mother, wife, child, **grandchild**, brother, sister and parents-in-law. The Officer granted leave to attend the funeral will be paid at his normal hourly rate for time lost up to a maximum of seven (7) days.

In the case of a wife, husband or children, the above mentioned **leave** period of seven (7) days shall **be** increased by one (1) day for each 1,000 kilometres from the port of disembarkation to the place where the funeral is held up to a maximum of ten (10) days.

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

## **22. ACCOMMODATION**

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

It is understood that this clause shall only apply to vessels not contracted for at the date of the present agreement.

Where conditions **aboard** older lakers require Officers to share sleeping accommodations the Company will, during the winter lay-up, where it is practical and economically feasible, have alterations made to allow each Officer to have his own cabin.

- 22.2 Officer's accommodations are to **be cleaned** and **beds** made daily, with linen and towels changed at least once weekly.

Should an Officer's accommodations not be maintained in a normal manner after the third (3rd) consecutive day, the Officer shall be paid five dollars (\$5.00) per day each day of such an occurrence.

This subsection will not apply in **the case** of a legal strike or lockout by Management of the unlicensed bargaining unit.

- 22.3 Where practical and where existing **A.C.** generator capacity, cable sizes and breakers will allow, air conditioners shall be installed. The Company shall be responsible for the maintenance of same.
- 22.4 On new constructions, the Company agrees to provide single room accommodation furnished with a **3/4** size bed for the convenience of Officers and their wives.
- 22.5 Where there is an Officers' lounge or an Officers' dining room, the Company agrees to make a colour **T.V.** set and a video (**VHS**) available and to bear the cost of normal maintenance. This clause will not take effect if there is a central **VHS** system aboard the vessel.

### **23. MARINE DISASTER**

- 23.1 An Officer who, while employed by the Company, suffers loss of clothing or other personal effects of any kind because of marine disasters or shipwreck, shall be compensated by the Company for such loss, up to a maximum of **three thousand five hundred dollars (\$3,500.00)**.
- 23.2 **An** Officer or his estate making a **claim** under this section shall submit reasonable proof to the Company of the actual loss he suffered.
- 23.3 Any dispute between an Officer and a Company with **respect** to a claim made under subsection 23.1 shall be subject to the grievance and arbitration procedures set forth in this agreement.
- 23.4 The Company agrees to provide immersion suits that conform with standards **prescribed by M.O.T.** to Officers of all vessels. It is understood that each Officer will be fully responsible and accountable for this suit at all times.
- 23.5 The Company agrees to comply with **smoke**, fire and gas detectors covered by **M.O.T.** regulations in the most expeditious manner.

## 24. SAFETY REGULATIONS

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

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

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

24.2 Failure of an Officer to comply with safety regulations as required by subsection 24.1 may be cause for dismissal, subject to the grievance and arbitration procedures set forth in this Agreement.

24.3 No animals or pets to be allowed on board.

24.4 **An Occupational Health and Safety Labour-Management Committee can be formed on demand by the Officers or at the request of the Guild to promote safe and healthy working conditions or to deal with new working conditions. It will not deal with matters such as operational safety or public safety.**

## 25. SENIORITY

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

25.2 **All Officers** shall be separated into three (3) classifications of First Mate, **Second** Mate and Third Mate, and as between two Officers:

- a) within different classifications the Officers in the higher wage classification is deemed to be the senior Officer, or
- b) within the same classification the Officer with the greater length of continuous service in that classification is deemed to be the senior Officer, or
- c) with the same length of service within one classification the Officer with the greater length of service with the Company as an Officer is deemed to be the senior Officer.

- 25.3 The seniority of an Officer in any classification shall count from the date of permanent employment in that classification, and seniority shall be maintained and accumulated while the Officer is absent from employment:
- a) due to lay-off;
  - b) due to sickness;
  - c) pursuant to an authorized leave of absence;
  - d) due to Company business;
  - e) due to Guild business, or
  - f) in order to serve in Canada's armed forces.
- 25.4 An Officer shall **lose** his seniority standing and shall have his name removed from **all** seniority lists in any one of the following cases;
- a) where the Officer voluntarily quits or retires;
  - b) where the Officer is discharged for cause;
  - c) where the Officer is laid off and fails to return to work within fifteen (15) days after the Company has delivered written notice to him and to the Guild by prepaid registered post advising him to return to work;
  - d) where an Officer has been laid off because of lack of work for a continuous period of more than two (2) years.
- 25.5 The Company shall by February 15th but not later than March 15th in each year, prepare and forward to the Guild and to each officer employed by the Company written notice of his appointment and a seniority list **divided** into three (3) classifications of First Mate, Second Mate and Third Mate setting forth with respect to each Officer concerned:
- a) his name;
  - b) his seniority number;
  - c) the nature of his certificate;

- d) the date when he was first permanently employed by the Company in his present classification, and
- e) the date when he was first employed by the Company, (except that where a ship **is added** to the Company fleet, the Company may send notice of appointment to that ship later than March 15th).

25.6 In case an Officer has an objection to the seniority list, he shall advise the Company and the Guild at the earliest practicable time, and in any event the Guild shall on or before April 15th, in each year advise the Company in writing either;

- a) that the seniority list correctly sets forth the seniority and other matters pertaining to each Officer, or
- b) that the seniority list does not correctly set forth such seniority and the particulars of any objections thereto.

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

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

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

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

- a) If the senior Officer employed **by** the Company in the classification fulfils the conditions of subsection 25.1 he shall be promoted to ~~fill~~ that vacancy.

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

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

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

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

- a) In the event a Master is laid off and providing that the Master has maintained his membership in the Guild for at least twenty-four (24) consecutive months and there *is* no Master's position available to him, he shall have the right to be transferred to and occupy the position of First Mate of the Company and be reinstated with his original seniority date prior to his promotion as Master. If the Officer was hired by the Company **as** Master, and has worked for ninety (90) days prior to layoff, his seniority date as First Mate shall be the date he was hired by the Company.
- b) **In the event that a Deck Officer suffers a demotion or voluntarily requests a lower rank/classification he shall be slotted in accordance with his original date of seniority.**

25.12 With respect to

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

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

25.13 An Officer

- a) who is promoted pursuant to the provisions of this section to a position or classification not covered by this agreement, and
- b) who maintains his membership status in the Guild in accordance with the terms of this agreement, shall retain his seniority status in **his** particular classification as of the date of promotion or demotion, and upon the resumption of his employment in that classification from which he has been promoted or demoted or in another classification covered **by** this agreement, he shall assume such employment with the seniority status that he had on the date when he was promoted or demoted; but in case such Officer fails to commence his



employment within fifteen (15) days after receipt of notice thereof, he shall forfeit his seniority status.

- 25.14 Notwithstanding any other provisions contained in this agreement, the Company may at its discretion promote a Company Officer during the navigation season in order to fill a temporary vacancy for a period not exceeding thirty (30) days; but at or before expiry of that thirty (30) day period, the Company shall fill the vacancy in accordance with the express provisions of this agreement.
- 25.15 All grievances concerning the foregoing subsections 25.1 to 25.14 may be presented directly to the Company providing a written copy of the grievance is given to the Master of the vessel on which the grievor is employed.
- 25.16 A non-certificated Mate shall not hold seniority rights over a Mate with the necessary certificate. Non-certificated Mates shall not be employed while properly certificated Mates are available for employment provided however that the replacement Mate shall be suitable to the Company to perform the duties.
- 25.17 In the event two (2) or more Companies amalgamate, merge or otherwise combine operations, seniority of Officers employed in these Companies shall be handled in the following manner:
- a) if the two (2) Companies are members of the Canadian Lake Carriers Association and/or the Officers employed by both Companies are Guild members, a new seniority list shall be prepared, showing the combined names and dates applicable to the original employing Company, as in subsection 25.5 and
  - b) if the Officers employed by one Company are not members of the Guild, a new seniority list shall be prepared showing these new members as junior to anyone with equal qualifications, and having seniority within the Guild.

## **26. OFFICERS' DUTIES**

- 26.1 **An** Officer shall not be required to perform any duties usually assigned to unlicensed crew members.
- 26.2 When a pumpman or Fifth Engineer is not carried on tankers, Officer required to do pumpman's work shall be paid at the applicable overtime rate for such work.

- 26.3 On ships of five hundred (500) feet or more, any additional personnel to the normal watch required for the purpose of **mooring, unmooring or canalling operations**, then the additional man will be a deck Officer or where bosuns are employed, the additional man may **be** a bosun during his regular work day.
- 26.4 On ships of less than five hundred (500) feet, any additional personnel to the normal watch required for the purpose of **mooring, unmooring and canatling operations**, then the additional man will be a deck Officer or a suitable competent unlicensed man.
- 26.5 During all mooring and unmooring and **canalling** operations, Officers shall be assisted by one other person at each station.

## **27. DISMISSAL**

- 27.1 No Officer shall **be** dismissed from his employment with the Company except for just cause.
- 27.2 A Company dismissing an Officer shall give that Officer notice in writing of his dismissal as per the disciplinary code.
- 27.3 A dismissal of an Officer shall be subject to the grievance and arbitration procedures set forth in this agreement, and in the event the issue does proceed to arbitration, the Arbitration Board may make **an** order:
- a) to uphold the dismissal;
  - b) to reinstate the Officer with compensation from the Company, or
  - c) to deal with the issue in any other manner that the Arbitration Board may deem just and equitable.

## **28. GRIEVANCE PROCEDURE**

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

a) STEP ONE

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

b) STEP TWO

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

c) STEPTHREE

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

- 28.2 Notwithstanding any other provisions of this agreement, if the Company or any of its representatives fail or refuse to comply with any step or condition of the grievance procedure set out in subsection 28.1, the Guild acting on behalf of an Officer, may submit the grievance at once to arbitration in the manner set out in subsection 29.1.
- 28.3 If there *is* a grievance which is the same for a number of Mates of a Company, such grievance shall **be** presented directly to a representative of the Company involved. If no settlement can be reached between this representative and a representative of the Guild, the matter may then be submitted to arbitration as per Step Three. The results of such arbitration shall **be** binding on the Company, the Guild and all persons concerned **with** the particular grievance involved.

## **29 ARBITRATION**

- 29.1 In the event any difference arising between the Company and the Guild as to the interpretation, alleged violation or application of or compliance with this agreement or **as** to any grievance or dispute arising out of the operation of section 28 of this agreement the difference may **be** submitted to arbitration pursuant to the terms of this section.
- 29.2 Arbitration of any difference arising under subsection 29.1 shall **be** submitted to a single arbitrator jointly selected by the Guild and the Company. This selection shall be made within ten (**10**) days after the request for arbitration has been made by either party to this agreement. In the event the parties fail to agree upon the selection of **an** arbitrator, the matter may be referred by either party to the Minister of Labour of Canada who shall select and designate the arbitrator.
- 29.3 In the event the selected arbitrator is unable to serve by reason of death, incapacity or resignation, or for other reason, his replacement shall be appointed in the same manner as is provided herein for the appointment of the first arbitrator.
- 29.4 **A** statement of the dispute or question to be arbitrated shall be submitted by the grieving party to the arbitrator within **five** (**5**) days of his appointment. The arbitrator shall convene the parties within ten (**10**) days following his appointment unless a delay is agreed to by the parties, and the arbitrator shall render his decision as soon thereafter as possible.
- 29.5 The decision of the arbitrator shall be limited to the dispute or question contained in the statement or statements submitted to him. The decision of the arbitrator shall not change, add to, vary or disregard any conditions of this agreement. The decisions of the arbitrator which are made under the authority of this Arbitration Article shall be final and binding upon the Company, the Guild and all persons concerned.
- 29.6 The expenses, fees and costs of the arbitrator shall be paid by the party o 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.

### 30. STRIKES AND LOCKOUTS

- 30.1 The Guild and the Company declare it to be their **common** intention that all controversies shall be resolved amicably in accordance with the provisions of this agreement, and to this end
- a) the Guild agrees that there shall be no strikes, slowdowns or stoppage of work for any cause, and
  - b) the Company agrees that there shall be no lockout for any cause during the term of this agreement.
- 30.2 It is agreed for the purposes of this agreement that the refusal of a member to pass through a lawful picket line shall not **be** construed as a violation of this agreement and shall not be a reason for dismissal.
- 30.3 The Guild agrees to cooperate with the Company to urge each Officer to assist and to cooperate with the Master and Company Executives in order to maintain discipline aboard ship.
- 30.4 There shall **be** no discrimination, interference, restraint or coercion by the Company against any employee because of membership in the Guild, or because of any lawful action taken by any member under the terms of this agreement.

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

### 31. ESTABLISHED CUSTOMS

- 31.1 **Any** right or privileges enjoyed by an Officer as a matter of custom prior to the date of this agreement relating to wives visiting or making trips on ships or to mutual arrangements between Masters and Mates concerning shore leave shall be continued, and no change to these customary rights and privileges shall be put into effect unless mutually agreed to by the Company and the Guild.
- 31.2 Where an **Officer** has completed one (1) full Season **with** the Company and accommodations are suitable, he may make arrangements to have his **wife** (or common law **wife**) accompany him for a period of up to, no more than, twenty-three (23) days each season. These arrangements will be approved for only two (2) Officer's wives (or common law wives) at a time.

The Officer's wife (or common law wife) shall not interfere in any way with the operation of the vessel. The Officer involved will be responsible for the cleaning of his quarters while his wife (or common law wife) is aboard, and his wife (or common law wife) shall sign a waiver releasing the Company of all liability for any mishap that may happen to her while she is aboard the vessel.

- 31.3 With the approval of the Master, which shall not be unreasonably withheld, an Officer may:
- a) While the vessel is in port bring his wife and family aboard for a visit, with the exception of children under twelve (12) years of age. Prior to their coming on board, the Officer must sign a Company waiver releasing the Company of all liability;
  - b) While the vessel is in port, *canalling or* at anchor, Officers may make private arrangements with one another to exchange watches and thereby permit him to go ashore;
  - c) The above is subject to the grievance procedure provided in this agreement.
- 31.4 The Company agrees to place at the gangway a notice when the ship is cleared by Customs and Immigration.
- 31.5 The Company will supply the Guild Office with a monthly list of crew complement on each operating Company vessel.

## **32. CLAUSE PARAMOUNT**

- 32.1 Nothing in this agreement shall be construed in a manner;
- a) that conflicts in any way with the obligations of the Guild, the Company, or an **Officer** as determined by the provisions of the Canada Shipping Act or any other statute or regulation, or,
  - b) that tends in any way to impair the lawful authority of the Master.
- 32.2 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.

### **33. FAMILY SECURITY PLAN**

- 33.1 The Company agrees, **effective June 1st, 1996**, to make a contribution of **twelve dollars and ninety-six cents (\$12.96)** per position per day aboard the vessel.

**Effective June 1st, 1997 and each subsequent year for the term of this Agreement the contribution will be increased by the same percentage increase as per Article 14.** The Company has the right to appoint a trustee to the Family Security Plan.

- 33.2 The Company ~~agrees~~ to **send** the aggregate of the contributions for each month to the Family Security Plan Administrator designated by the Guild, on or before the 15th of the following month. The contributions shall **be** accompanied by a list in duplicate showing each Officer's name, the number of days for which contributions are being made and the number of positions on each vessel, whether **such** positions are filled or vacant.
- 33.3 The Company agrees to continue Family Security Plan contributions during any period the Officer is off work as a result of compensable disability or illness up to a period of 24 months for the same compensable disability or illness.

### **34. PENSION PLAN**

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

**Effective June 1, 1998 the Company shall pay, on behalf of each Officer, in addition to his regular pay, seven and one-half percent (7 1/2%) of the Officer's basic hourly rate on the basis of eight (8) hours for each day worked.**

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

- 34.3 The Guild agrees that the Companies that are members of the Canadian Lake Carriers' Negotiating Committee shall be entitled to appoint one trustee to the Board of Trustees administering the Pension Plan Trust Fund, and such trustee shall represent all of the Companies that are members of the said Committee.
- 34.4 The contribution of each Officer who elects to contribute to the Pension Plan shall be deducted from his pay by the Company and remitted to the Trustees of the afore said Pension Plan Fund. That contribution shall be in the amount of seven percent (7%) of the Officer's basic hourly rate on the basis of eight (8) hours for each day worked, over and above any contribution to the Federal or a Provincial Plan.

Appropriate contributions shall be made in accordance with the provisions as stated in this Article of the current collective agreement.

### **35. PROFICIENCY PAY**

- 35.1 When an Officer is in charge of a vessel between Tibbets Point and St. Lambert Lock, excepting when the vessel is at anchor or not underway, he shall receive, **effective June 1, 1996, fourteen dollars and sixty-nine cents (\$14.69)** per hour in addition to the applicable rate at the time the work is performed.

**Effective June 1, 1997 and each subsequent year for the term of this Agreement the hourly rate shall be increased by the same percentage increase as per Article 14.**

This proficiency pay will be paid for each hour, calculated to the nearest (1/4) hour, during which he is in charge on the bridge of the vessel in this area.

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



**36. S.U.B. PLAN**

- 36.1 When a ship is laid **up** for more than seven (7) days and an officer signify his right in writing to exercise is Seniority under Article **25**, and there is a possibility that the officer can replace a less senior officer onto another ship of the Company but is **kept home** because the Company cannot send the officer to another ship **for** reason of unavailability of transport or ship's location.

The Officer will receive a Supplemental Unemployment Benefit of ninety (\$90.00) dollars per week, until the Company recall to work the said officer.

**37. TRANSPORTATION IN CASE OF ACCIDENT**

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

**38. NOTICES**

- 38.01 Any notice required to **be** given to the Guild pursuant to this agreement shall be delivered to the Office of the Guild, at 3235 Granby Avenue, Montreal, P.Q., H1N 2Z8, or at any other address **which** the Guild may designate and which the Guild shall notify the Company in writing.
- 38.2 Any notice required to be given to the Company pursuant to this agreement shall be delivered to the Head **Office** of the Company.

**39. LAUNCH SERVICE**

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

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

#### **40. HIRING SERVICE**

40.1 Effective June 1st, 1996, the Company agrees to pay the CMSG the sum of one dollar and seventy-five cents (\$1.75) per position per day aboard the vessel to be remitted to the CMSG, 3235 Granby Avenue, Montreal, P.Q. H1N 2Z8, not later than the 15th of the following month.

#### **41 OFFICER FILES**

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

#### **42. LEGAL DEFENCE INSURANCE**

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

the Guild shall provide legal defence insurance which shall be paid for by the Company at the rate of :

**Effective June 1, 1996 to May 31, 1997 - (\$1.00) per day per position**

**Effective June 1, 1997 to May 31, 1998 - (\$1.25) per day per position**

**Effective June 1, 1998 to May 31, 1999 - (\$1.50) per day per position**

**Effective June 1, 1999 to May 31, 2000 - (\$1.75) per day per position**

**Effective June 1, 2000 to May 31, 2001 - (\$2.00) per day per position**

**Effective June 1, 2001, to May 31, 2002 - (\$2.25) per day per position**

The Company agrees to send the aggregate of the contributions for each month to the Canadian Merchant Service Guild, 3235 Granby Avenue, Montreal, P.Q. H1N 2Z8, on or before the 15th of the following month.

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

In this article "Officer" means Officers who are members in good standing of the Canadian Merchant Service Guild.

#### **43. SUCCESSOR RIGHTS AND OBLIGATIONS**

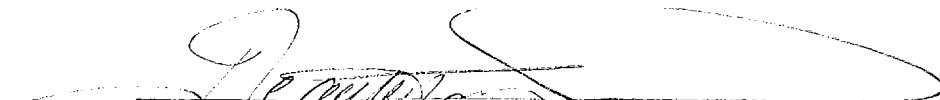
43.1 The Company agrees not to lease or charter any vessel which it has **sold** and which was previously manned by employees subject to the present collective agreement unless:

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

**44. DURATION OF AGREEMENT**

**44.1 This is a five (5) year proposal effective June 1st, 1996 to May 31st, 2002.**

IN WITNESS WHEREOF the parties hereto have signed this Agreement  
the 7<sup>th</sup> of April 1997

  
**ENERCHEM TRANSPORT INC.**

  
**CANADIAN MERCHANT SERVICE GUILD**

**LETTER OF UNDERSTANDING**

**NO. I**

**COVERING OFFICERS HIRED FOR A RELIEF POSITION**

- A. Relief means a period of time an Officer works for a Company to assist in maintaining a crew complement.
- B. An Officer hired in a relief position will commence to accrue relief seniority on the date of employment.
- C. Relief seniority will **cease** upon completions of the relief period.
- D. Should a permanent position become available within the Company, the senior relief Officer with the required qualifications shall **be** offered that position and this will be confirmed in writing to the Officer and **Guild**.

-36-

**LETTER OF UNDERSTANDING**

**NO, II**

**NOTICE TO ALL MASTERS AND MATES  
CONCERNING OFFICERS DUTIES**

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

**N.B.** This letter **is to be** sent to all Masters and Mates from each Company.

**LETTER OF UNDERSTANDING**

**NO. III**

It is understood that the economic operation of the Company's fleet is an objective which both parties fully endorse and will strive to achieve as being in their mutual interest.

However, for purposes of grievance arbitration only, and during the term of the present collective agreement, the Company undertakes to avoid unnecessary recourse to the expression "for economy of operation" appearing in Subsection 2.1 in prosecuting its case, where the invocation of such expression is intended only to reinforce its **case** which may otherwise be justified in virtue of other dispositions of the collective agreement.

It is also understood that by this undertaking the Company has in no way set aside its fundamental right, indeed its obligation, to operate its fleet as economically as **possible**.

**LETTER OF UNDERSTANDING**

**NO. IV**

It is understood that an Officer on watch on a tanker has the responsibility to supervise the work related to the loading and unloading of the cargo and the ballast and deballasting of the vessel.

**At** no time shall the Officer **be** required to do mechanical work unless specifically ordered by the Captain, in which case the work performed will **be** paid at the overtime rate.



**LETTER OF UNDERSTANDING**

**NO. V**

**RETROACTIVITY**

**Retroactivity will be paid on basic wages, overtime, pension contributions, family security plan contributions, proficiency pay, legal defence insurance and vacation pay.**

**LETTER OF UNDERSTANDING**

**NO. VI**

**It is agreed that Deck Officers will not be required to do any clerical or computer related duties during any portion of their normal watch when there is no other Deck Officer on the bridge except when the vessel is at anchor or not underway and circumstances affecting the safety of the ship will allow.**

LETTER OF UNDERSTANDING

NO. VII

SEVERANCEPAY

An Officer who is laid off in accordance with Article 25.4(d) shall be entitled to severance benefits calculated on their basic daily rate of pay. For each full navigational year of service, an Officer shall receive five (5) days pay at their basic daily rate.

Signed at Montreal, on

this 7 of April, 1996

  
Enerchem Transport Inc.

Signed at Montreal, on this

7 April, 1996

  
Richard Michaud  
Business Agent  
Canadian Merchant Service Guild