

MARS 3194

**COLLECTIVE AGREEMENT**

**Between**

**CANADIAN MERCHANT SERVICE GUILD**

**And**

**VSHIPS CANADA INC. & CANADA STEAMSHIP LINES INC.**

**(Former P&H bargaining unit)**

**June 1, 2001 – May 31, 2006**

13234(01)

## 1. INTREPRETATION 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” includes any employer or employer corporation that is a signatory to this agreement
  - b) “department” means deck department

- c) “former Officer” means an Officer who is not presently employed by the Company but whose name has been retained on the seniority list referred to in the agreement;
- d) “Guild” means the Canadian Merchant Service Guild;
- e) “navigation year” means the period from the date in any one (1) 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-offices 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 Officers shall be at the discretion of the Company's 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 of 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 be not denied, suspended or terminated for any reason other than in accordance with the Constitution, Rules and Regulations of the Guild.
- 4.9 When an Officer joins a vessel, the Company shall, as a condition of employment, deduct the monthly dues and/or initiation fees as required or requested by the C.M.S.G. The amount(s) so deducted will only be changed during this Agreement to conform with changes in the amount of the regular dues or fees of the Guild in accordance with its Constitution and By-Laws.

- 4.10 Should the Company require 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 of 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 deductions 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 (\$50.00) dollars 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 on any Company vessel 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 ten (10) 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 or Sunday shall be paid for each hour worked at time and one half rate (1 ½) for the first eight (8) hours and at the double time (2) hourly rate for each hour worked in excess of eight (8) hours.
- 8.3 If an Officer works on a Saturday or a Sunday, during the period of fit-out or lay-up, he 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 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 when 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 When 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  
January 2<sup>nd</sup>  
Good Friday  
Easter Monday  
Victoria Day

Canada Day  
First Monday in August  
Labour Day  
Thanksgiving Day  
Remembrance Day

First Monday in June

Christmas Day  
Boxing Day

- 9.2 If a holiday falls on a Saturday and/or Sunday, the following Monday and/or Tuesday will be observed as the 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 Officer's 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 defined in Section 14.

## **10 VACATION PAY**

- 10.1 An Officer having completed less than one (1) full season of service with an employer shall receive vacation pay monthly equal to four percent (4%) **of** his 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) but 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) but less than ten (10) full consecutive 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 reasons 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 give 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 leave 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 to 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 on 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 or acceptable receipts of 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 Within fifteen (15) days of signing articles, the schedule of time off, agreed to by the employees shall be made up on board each vessel. Copies of the schedule shall be sent to the Company office as soon as possible and the Company shall provide the headquarters of the union with a copy. Scheduled time off will not be granted for periods of less than fourteen (14) days or more than thirty (30) days without mutual consent.
- 13.3 When a Deck Officer has compiled twenty-one (21) days or more of time off, provided he has made his request in writing fifteen (15) days in advance, he shall be granted a minimum of twenty-one 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 15<sup>th</sup>, 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 days, 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 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 15<sup>th</sup> of June to the 15<sup>th</sup> of September, Deck Officers will not be permitted scheduled time off for more than thirty (30) days unless otherwise mutually agreed amongst the Officers involved.
- 13.6 A Navigation 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, and he returns voluntarily, he shall be paid at the regular hourly rate of pay. However, if he is compelled to return by the Company he shall be paid at the overtime rate of pay performed between time of recall and the time his time off would normally have expired as per notification.

13.7 An Officer who has at least one (1) year 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 air fare or car allowance. Upon ratification of the agreement the car allowance will be thirty-five (\$0.35) cents 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.

## 14 WAGES

14.1 The rates of pay which reflect an increase of 3% in effect from June 1, 2001 to May 31, 2002 inclusive are:

	BASIC HOURLY	TIME AND ONE HALF	DOUBLE TIME	DOUBLE TIME AND ONE HALF
1 <sup>st</sup> Mate	\$27.15	\$40.73	\$54.30	<b>\$67.88</b>
2 <sup>nd</sup> Mate	\$24.66	\$36.99	\$49.32	<b>\$61.65</b>
3 <sup>rd</sup> Mate	\$23.99	\$35.99	\$47.98	<b>\$59.98</b>

Effective June 1, 2002 and on June 1, of each subsequent year to June 1, 2005, the wages shall be modified by the Cost of Living index minus one half (1/2%) percent covering the previous twelve (12) month period ending May 31.

14.2 Wages shall be paid by way of direct deposit into the employee's bank account on the 15<sup>th</sup> day of the month for the wages earned between the 21<sup>st</sup> day of the proceeding month and the 5<sup>th</sup> day of the current month. Wages earned between the 6<sup>th</sup> and the 20<sup>th</sup> day of the current month shall be paid by way of direct deposit on the last day of the current month.

The employee must provide the Company with an authorization and all pertinent banking information. It will be the responsibility of the employee to notify the Company expeditiously of any changes of address of banking arrangements on a Company authorization form. The pay stub will be sent to the employee aboard the vessel in a separate sealed envelope.

When an employee is paid off a vessel, he shall receive the equivalent of \$60.00 per day for days worked and for which he had not received payment in accordance with subsection 14.1 above, up to a maximum of \$200.00. Except for scheduled time off, each employee on termination will be given a temporary E.I. separation certificate enabling the employee to immediately apply for his unemployment benefits.

## **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-five cents (\$0.35) per kilometre, upon ratification of this agreement 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. Upon ratification of the agreement the car allowance shall be thirty-five (\$.35) per kilometre.

Upon ratification of the agreement, the maximum allowable rate for meals shall be fifteen dollars (\$15.00) per meal exclusive of taxes and ninety dollars (\$90.00) 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 costs 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 provisions 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 Wherever possible an Officer shall be given ninety-six (96) hours but not less than 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.
- 16.8 The parties agree to develop an alternative travel reimbursement option. The Company would have the option to offer and the employees would have the option to accept a fixed amount paid directly to the employee, without receipts, upon arrival on or departure from the vessel, in lieu of reimbursement of their travel expenses. Employees selecting the fixed amount option would then be responsible for their own transportation arrangements and costs. The fixed amount would vary according to the location of the ship and the origin or destination of the employee.

## **17 PREMIUM PAY**

- 17.1 In any calendar year, for every day worked on an operating vessel 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 Two (2) pairs of coveralls will be supplied by the Company to each Deck Officer after one (1) month of employment and to be replaced when necessary. Officers may request that one pair of coveralls be insulated.
- 17.3 Upon ratification of the agreement an Officer having completed ninety (90) days with the same Company in a permanent position shall

receive one hundred dollars (\$100.00) to defray the cost of safety boots. Payment shall be made on November 30<sup>th</sup> 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 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 CN II or ON II  
CN II to CN I  
ON II to ON I  
ON I 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) provided that, after obtaining such certificate, the Officer remains with the Company for ninety (90) 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 subsection 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 not suffer any loss in basic hourly pay or 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 in possession of a Valid Medical Fitness Card for the current season.

- 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 or his immediate family, that is: his wife, brother, sister, children, parents, parents-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, grand-child, 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 From the time of joining the vessel to the end of their employment, all Officers shall be supplied with clean linens and hand towels weekly. Sufficient soap for personal and laundry use shall be provided. The rooms shall be cleaned weekly.

22.3 Where practical and where existing **AC** 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  $\frac{3}{4}$  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).
- 23.2 An Officer or his estate making 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.

## **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 the three (3) classifications of First Mate, Second Mate and Third Mate, and as between two Officers:

- a) within different classifications the Officer 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
- ci) due to Company business
- e) due to Guild business
- 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 the 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 15<sup>th</sup> but not later than March 15<sup>th</sup> 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 the 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 15<sup>th</sup>).

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 15<sup>th</sup> 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 fill 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 has occurred, who are willing and have the ability and the certificate to be promoted
- d) Officers who have never been employed by the Company and who are registered on a list to be maintained by the Guild as being available for employment, provided such Officers, in the opinion of the Company, have the ability and the certification necessary to fill the vacancy;
- e) Other persons who are employees of the Company who are not Officers but who are, in the opinion of the Company, willing and able and have the necessary qualifications and certificates to fill the vacancy.

25. 1 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 a 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 to 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 the senior First Mate is displaced by the operation of the foregoing subsection, the senior First Mate and each of the remaining Officers of the various Classifications shall, in turn, be moved to occupy the next classification immediately below the classification formerly occupied by him in accordance with his seniority status.

- c) 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 his 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 qualification and having seniority with the Guild.

## **26 OFFICERS' DUTIES**

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

26.2 On vessels of five hundred (500) feet or more, any additional personnel to the normal watch required for the purpose of mooring, unmooring or canalling operations, then the additional man will be, at the discretion of the Officer in charge, a deck Officer or upon agreement between the deck officers concerned a qualified unlicensed crewmember. Notwithstanding the above the Master may insist that the additional person be a deck officer.

26.3 During all mooring, unmooring and canalling operations, Officers at their discretion, may be assisted by one other person at each station.

26.4 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.

## **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 of 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) 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 arises 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 that the parties fail within the said ten (10) day period to agree upon the selection of an arbitrator, the matter may be referred by either party to the Minister of Labour for Canada who shall select and designate the arbitrator.
- 29.3 In the event the selected arbitrator is unable to serve by reason of death, incapacity or resignation, or for any other reason, his replacement shall be appointed in the same manner as is provided herein for the appointment of the first arbitrator.
- 29.4 A statement of the dispute or question to be arbitrated shall be submitted by the grieving party to the arbitrator within five (5) days of his appointment. The arbitrator shall convene the parties within ten (10) days following his appointment unless a delay is agreed to by the parties, and the arbitrator shall render his decision as soon thereafter as possible.
- 29.5 The decision of the arbitrator shall be limited to the dispute or question contained in the statement or statements submitted to him. The decision of the arbitrator shall not change, add to, vary or disregard any conditions of this agreement. The decisions of the arbitrator which are made under the authority of this Arbitration Article shall be final and binding upon the Company, the Guild and all persons concerned.

29.6 The expenses, fees and costs of the arbitrator shall be paid by the party to this agreement found to be in default upon the arbitrator's resolution of the grievance or, if the arbitrator resolves the grievance in such a way that neither side shall be found wholly in the right, then the arbitrator shall 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 lockouts 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 of 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, but 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 contained 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 regulations, 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 1, 2001, to make a contribution of fourteen dollars and thirty (\$ 14.30) per position per day aboard the vessel.

Effective June 1<sup>st</sup>, 2002 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 15<sup>th</sup> 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.

## **34 PENSION PLAN**

34.1 All officers employed subsequent to January 1, 1992 shall as a condition of employment, become and maintain membership in the CMSG Retirement Security Plan.

Effective June 1, 2001 the Company shall pay, on behalf of each Officer, who is a member of the CMSG Retirement Security Plan, in addition to his regular pay, seven and one-half percent (7 ½%) of the Officer's basic hourly rate on the basis of eight (8) hours for each day worked.

34.2 Each Officer who is a member of the CMSG Retirement Security Plan, shall contribute an amount equal to that remitted by the Company. As such, each Officer shall have deducted from his pay by the Company, effective June 1, 2001, the amount of seven and one half percent (7 1/2%) of the Officers basic hourly rate on the basis of eight (8) hours pay for each day worked, over and above any contributions to the Federal or a Provincial Plan.

34.3 The combined contributions shall be remitted to the Trustees of the aforementioned CMSG Retirement Security Plan.

34.4 The Company shall not be required to contribute to the CMSG Retirement Security Plan on behalf of those Officers employed prior to January 1, 1992 and who have elected not to become members of said Plan.

34.5 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 trustees shall represent all of the Companies that are members of the said committee.

34.6 The Company, at its discretion, may offer Officers who are permanent employees of the Company the option of becoming members of a Company pension plan. No deductions from an Officer's pay and no

Company contributions will be made to the CMSG Retirement Security Plan from the date an Officers joins the Company pension plan. Should an Officer opt for the Company plan, he may not thereafter revert back to the Guild Flan.

### **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 upon ratification of this agreement, seventeen dollars (\$17.00) per hour in addition to the applicable rate at the time the work is performed.

Effective June 1, 2002 the hourly rate shall be increased to seventeen dollars and fifty cents (\$17.50) per hour in addition to the applicable rate at the time the work is performed.

Effective June 1, 2003, the hourly rate shall be increased to eighteen dollars (\$18.00) per hour in addition to the applicable rate at the time the work was performed.

This proficiency pay will be paid for each hour, calculated to the nearest half (1/2) 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 a pilotage certificate for any district or part of district, within the jurisdiction of the Laurentian and Atlantic Pilotage Authorities, where compulsory pilotage is required by law and for so long as the same continues to be so required for vessels of Canadian Registry. Any such refusal shall not subject a mate, directly or indirectly, to any penalty whatsoever. Any violation of the aforesaid shall be subject to redress in accordance with the grievance procedure within the Collective Agreement between the Company and the Guild.

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

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

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The Supplemental Unemployment Benefit will be \$90.00 per week.

### **37 TRANSPORTATION IN CASE OF ACCIDENT OR ILLNESS**

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**

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

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

### **39 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 services 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 crewmembers are paid off, the three (3) employees' requirements of this section will not apply.

## **40 HIRING SERVICE**

40.1 Effective June 1, 2001 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, 36 Wright Street, Unit 1, St. Catharines, Ontario L2P 3J4, not later than the 15<sup>th</sup> of the following month.

Effective June 1, 2003, the Company agrees to pay the CMSG the sum of two dollars (\$2.00) per position per day aboard the vessel for the duration of this agreement.

## **41 OFFICERS FILES**

41.1 a) The employer agrees not to introduce as evidence in a hearing relating 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 personal file of the Officer shall be destroyed after two (2) years have elapsed since the 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 two dollars (\$2.00) per day per position effective June 1<sup>st</sup>, 2001 for the duration of the agreement.

The Company agrees to send the aggregate of the contributions for each month to the Canadian Merchant Service Guild, 36 Wright Street, Unit #1, St. Catharines, Ontario L2P 3J4 on or before the 15<sup>th</sup> 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 RETROACTIVITY**

44.1 Retroactivity will be paid on basic wages, overtime, pension contributions and vacation pay.

Retroactivity will not apply to changes as described in Article 8.2

### **45 SEVERANCE PAY**

45.1 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 the basic daily rate.

## **46 DURATION OF AGREEMENT**

- 46.1 This agreement shall remain in force from June 1, 2001 to May 31st, 2006, and shall, without further act of the parties be renewed from year to year thereafter; unless written notice of desire to amend, modify or cancel any term hereof is given by either party to the other, not later than ninety (90) days prior to May 31<sup>st</sup>, 2006.
- 46.2 In the event neither party gives notice to reopen ninety days (90) prior to May 31<sup>st</sup>, 2006, allowing the agreement to continue on a year to year basis, either party may give written notice of desire to amend, modify or cancel any term thereof ninety (90) days prior to the anniversary date of May 31<sup>st</sup>, in any given year, in which case this agreement shall terminate on the anniversary date in that year.



## **LETTER OF UNDERSTANDING**

### **NO. 1**

#### **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 completion 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.

## **LETTER OF UNDERSTANDING**

### **NO. 2**

#### **NOTICES TO ALL MASTERS AND MATES CONCERNING OFFICERS' DUTIES**

In compliance with deck Watch Regulations, excepting an emergency situation or while calling, 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. 3**

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.

## **DRUG AND ALCOHOL POLICY**

The Guild and the Navigation Officers recognize that the Company must have a **ZERO TOLERANCE** drug and alcohol policy in place in order to ensure the safety and security of the vessels and their crews.

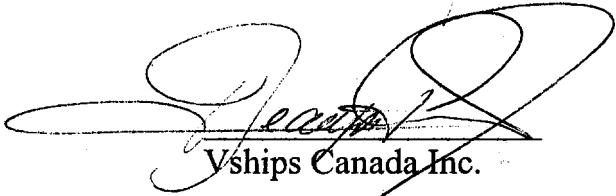
The details of the policy and its implementation may change from time to time on advance notice to the Guild and the Navigation Officers, but the primary elements of the policy (which are equally applicable to all members of the crew) are:

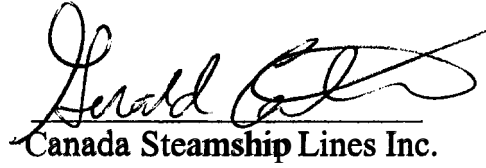
- (a) There will be no drugs or alcohol permitted on board any Company vessel at any time;
- (b) Navigation Officers returning to the vessel from shore leave must be in a sober condition and free from the influence of drugs and alcohol;

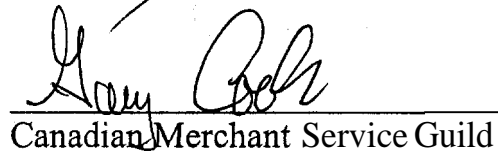
Failure to comply with the policy will result in the application of the discipline code which could result in dismissal.

In witness whereof the parties hereto have signed this agreement the

25<sup>th</sup> day of June, 2003

  
\_\_\_\_\_  
Vships Canada Inc.

  
\_\_\_\_\_  
Canada Steamship Lines Inc.

  
\_\_\_\_\_  
Canadian Merchant Service Guild

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