

**COLLECTIVE AGREEMENT**

BETWEEN

**CANADIAN MERCHANT SERVICE GUILD**

(Navigation Officers)

(Hereinafter called the “Guild”)



AND

**ALGOMA CENTRAL CORPORATION**

(Hereinafter called the “Company”)



**Effective Date: June 1, 2023**

**Expiry Date: May 31, 2027**

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## ARTICLE 1 – PURPOSE AND SCOPE

- 1.1 The purpose of this Agreement is:
- (a) To establish terms and conditions of employment and related matters for officers covered by this Agreement;
  - (b) To establish a procedure for final settlement of differences concerning the interpretation, administration and application of alleged violations of any of the provisions of this Agreement;
  - (c) To ensure for 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 such Officers, for economy of operation, for high standard of service and protection of property.
- 1.2 This Agreement may be amended at any time by mutual agreement of the parties hereto.
- (a) A party proposing an amendment shall submit a written draft of the suggested amendment to the other party to the Agreement along with a notice in writing of the suggested time and place of a joint meeting to discuss the proposal.
  - (b) A party proposing an amendment under the foregoing provision shall provide the other party at least seven (7) business days notice of the meeting to discuss the proposed amendment.
  - (c) 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.
- 1.3 When matters of mutual interest arise that require discussion, the parties shall make arrangements to meet. Whenever possible, the topics for discussion will be identified prior to the meeting.
- 1.4 Any notice required to be given to the Guild pursuant to this Agreement shall be delivered or transmitted by email or fax to the Office of the Guild, at 445 Eastchester Avenue East, Unit 2 Upper St. Catharines, ON L2M 6S2, email: [cmsg.east@gmmc-cmsg.org](mailto:cmsg.east@gmmc-cmsg.org), fax (905) 685-1648 or at any other address which the Guild may designate and which the Guild shall notify the Company in writing.
- 1.5 Any notice required to be given to the Company pursuant to this Agreement shall be delivered to the Company's Fleet Personnel Department at 63 Church Street, Suite 600, St. Catharines, ON L2R 3C4, or transmitted by email to [crewing@algonet.com](mailto:crewing@algonet.com).
- 1.6 Nothing in this Agreement shall be so construed as to affect the obligations of the signatories under the provisions of the *Canada Shipping Act* as amended, or other Government legislation, or to impair in any way or manner whatsoever the authority of the Master.
- 1.7 The Guild and Officers agree to work together with the Company to ensure Officers assist and cooperate with the Master, Chief Engineer and Company representatives to maintain order on board.
- 1.8 It is recognized 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.

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

## ARTICLE 2 – DEFINITIONS

In this Agreement, unless the context otherwise requires,

- 2.1 "Company" means Algoma Central Corporation.
- 2.2 "Guild" means the Canadian Merchant Service Guild.
- 2.3 "Year of Service" means a year of service from permanent hire to anniversary date. IE June 1<sup>st</sup> to May 31<sup>st</sup> of the following year.
- 2.4 "Officer" means a certificated First Mate, Second Mate and Third Mate (or as these same positions are otherwise referred to by regulations).
- 2.5 "Vessel" means any vessel owned and operated by the Company or operated by the Company under bareboat charter.
- 2.6 "Repair period" means the period between when the majority of the unlicensed deck personnel are signed off the vessel and when the majority of the unlicensed deck personnel are signed on the vessel.
- 2.7 "Day" means a twenty-four (24) hour day commencing at 0000 hours one day and ending at 2359 hours of the same day.
- 2.8 "Day Work" means any eight (8) hours of work done by an Officer between 0600 and 2000 hours of the same day.
- 2.9 "Business Day" means Monday to Friday, excepting statutory or provincial holidays, where businesses are not operational.
- 2.10 "Calendar Day" means Monday to Sunday, including statutory or provincial holidays.
- 2.11 Permanent Officer means any Officer whose name appears on any permanent Officers' Seniority List.
- 2.12 "Alternate Mate" refers to an Officer whose name appears on the permanent Alternate Mates Seniority List.
- 2.13 "Company Seniority" means the total length of continuous service with the Company, probationary period complete.
- 2.14 "Grade Seniority" means the date an Officer is hired to fill a permanent vacancy within a particular Officer classification and placed on the applicable Seniority List of that particular classification, probationary period and/or trial period complete.
- 2.15 "Officer Seniority" means the total length of continuous service with the Company as an Officer on an Officer Seniority List, probationary period complete.
- 2.16 "Temporary Relief Officer" means any Officer working in a relief position, not holding seniority.
- 2.17 "Earnings Per Day Worked" or "Daily Rate" indicates an Officers total earnings per day.

- 2.18 "Paid Leave System" means earnings are deferred and paid out while an Officer is working and on leave subject to the provisions of this Agreement.
- 2.19 "Paid Leave System Day Rate" means the portion of earnings paid out while working and on leave, for those enrolled into the Paid Leave System subject to the provisions of this Agreement.
- 2.20 "Leave Earnings Balance" means earnings deferred into an Officers account, paid out while working and on leave, for those enrolled into the Paid Leave System subject to the provisions of this Agreement.

### ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The Company has and shall retain the exclusive right to manage its business and direct its working forces in the most economical manner possible.
- 3.2 The Company has the right to discipline, and terminate for just cause, and to hire, promote and demote Officers in accordance with the provisions of this Agreement.
- 3.3 The Company has the right to set and amend policies, all of which shall be in compliance with any and all applicable legislation and consistent with the provisions of the Agreement. This includes but is not limited to the Company's Drug & Alcohol Policy as well as the Respect in the Workplace Policy. The Company will forward copies of new policies or revisions to existing policies to the Guild upon implementation and upon written request.
- 3.4 The Company will provide to the Guild, upon request, copies of specific and relevant procedures and guidelines.

### ARTICLE 4 – GUILD REPRESENTATION

- 4.1 The Guild is recognized to be the sole bargaining agent for Officers employed on Canadian flagged vessels owned or bareboat chartered by the Company.
- 4.2 Nothing in this Agreement limits or eliminates the Guild's ability to challenge the contents, interpretation, and/or application of any Company policy.
- 4.3 The Guild agrees to notify the Company in writing of the names of its Officers and to inform the Company in the same manner of any changes and thereafter, the Company shall conduct all its dealings with the Guild through those designated representatives.

#### Boarding of Vessels

- 4.4 The Company agrees to grant access to authorized Guild representatives for the purpose of consulting with the Officers aboard vessels of the Company covered by this Agreement in respect to Guild business.
- 4.5 Arrangements to board a vessel must be made in writing via email to a Company's representative on board the vessel, in copy to the Company's Fleet Personnel Department, on reasonable notice.
- (a) To facilitate the above process, the Company agrees to provide the Guild with up-to-date email addresses and vessel phone numbers of their vessels and designated Company representative(s) on board and Company's Fleet Personnel Department.

- (b) The Company agrees to provide the Guild, upon request, with estimated lay-up and fit-out dates, including expected lay-up berths.
- 4.6 Authorized representatives of the Guild may board, and remain on board, the vessels only while they are in port or in transit through the Seaway.
- (a) Any Guild representative boarding a vessel must report immediately to the Master or Master's designate.
  - (b) While on board, Guild representatives may confer with Officers, but otherwise engage in discussion only with the Master or Chief Engineer in respect of any dispute or grievance.
  - (c) Guild representative shall not have the right to interfere in any way with the operations of the vessel
- 4.7 The Guild Representative shall not violate any provision of this Agreement or interfere with the Officers aboard the vessel or retard the work of the vessels, subject to penalty of revocation of the permission granted herein.
- 4.8 The Company assumes no responsibility for securing access to or through property owned or controlled by others, but the Company agrees to cooperate with the Guild in securing such access.
- 4.9 The Company grants to the Guild the use of the bulletin boards for the posting of notices of Guild meetings, elections, appointments and social and recreational events or other legitimate Guild business. The bulletin boards shall not be used by the Guild or its representatives for posting and distributing brochures of a political or advertising nature.
- 4.10 The Guild further agrees that it shall indemnify the Company and hold it harmless against any and all suits, claims, demands, and liabilities that may arise out of or by reason of any action taken by the Company for the purpose of complying with the foregoing provisions of this Article.

#### ARTICLE 5 – LABOUR MANAGEMENT MEETINGS

- 5.1 It is the expressed interest of the Guild and the Company to have and facilitate positive labour relations, which includes communication and conflict resolution between the parties, particularly with respect to the administration of this Agreement as well as other matters of mutual concern affecting the interests of the Company and Officers.
- 5.2 To facilitate, the parties agree to:
- (a) Periodic meetings at a mutually convenient date and time, and more frequently if needed on urgent matters, as may be requested nevertheless, the parties shall agree to meet semi-annually.
  - (b) That the purpose of such meetings will be to discuss the ongoing administration of this Agreement, as well as other matters of mutual concern affecting the interests of the Company and Officers.
  - (c) Details as to the scope of such discussion and other procedural matters will be subject to mutual agreement of the parties.
  - (d) Where possible and practicable, agenda items will be sent seven (7) days prior to any scheduled meeting.

## ARTICLE 6 – SAFETY RULES

- 6.1 A Company Health and Safety Policy Committee is established to promote safe and healthy working conditions.
- 6.2 All safety rules and regulations which are or come into effect shall be strictly adhered to by each Officer. Failure of an Officer to comply with safety regulations may be cause for discipline to up and including termination.
- 6.3 No animals or pets will be permitted on board a vessel.
- 6.4 Any vessel tied up at any wharf, dock or landing place where crew members may go ashore or come aboard, unless cannalling, shall provide a suitable gangway properly secured to the vessel for the safe and convenient transit of crew members and such gangway shall be properly lighted. This gangway shall be of solid construction and with fitted handrails, and a boarding platform supplied to step from gangway to deck.
- A safety net shall always be placed under the gangway when gangway is in position for boarding or going ashore.
- 6.5 Ear plugs and/or earmuffs on all motor vessels will be made available for the use of all Officers.
- 6.6 Chipping on the accommodation bulk heads can be done between the hours of 1300 and 1700 while the vessel is in operation.
- 6.7 Hygienic facilities to be installed on the bridge, irrespective of the number of unlicensed crew aboard.
- 6.8 Where an Officer is working on a vessel where they would normally stand their entire watch alone, an automated alarm system will be installed that will send notification in case of non-responsiveness of the watch Officer.
- 6.9 All new Officers will be properly instructed regarding safety matters by the Master, Chief Engineer or their designate.

## ARTICLE 7 – STRIKES AND LOCKOUTS

- 7.1 The Guild and the Company declare it to be their common intention that all disputes and grievances 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; and
  - (c) 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 discipline or dismissal.
- 7.2 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 vessel.



- 7.3 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 employee in any manner that will interfere or hinder the effective carrying out of this Agreement.

## ARTICLE 8 – CONDITIONS OF EMPLOYMENT

- 8.1 The actual selection and hiring of Officers shall be at the discretion of the Company.
- 8.2 Should the Company require an Officer to present themselves for an employment interview or any other meeting at the Company's office, or any other location not in the vicinity of the Officer's residence; the Company will reimburse the Officer for all reasonable traveling expenses incurred by them upon production of acceptable receipts. Travel arrangements must be made through the Company's approved travel agent to be eligible for reimbursement unless otherwise mutually agreed in writing.
- 8.3 Employment with the Company is conditional upon the Officer being medically fit and being in possession of a valid Transport Canada Marine Medical.
- 8.4 It is the Officer's responsibility to ensure their travel and work documents are current, valid, and in their physical possession for the duration of their scheduled assignment.
- (a) Documents include, but are not limited to: a passport, discharge book, certificates of competency (CoC), certificates of proficiency (CoP), and United States C1/D visa, as applicable.
  - (b) The Company reserves the right to deny boarding to any Officer who reports to the vessel with expired, invalid, or missing documents. All travel to and from the vessel in these cases would be at the Officer's expense.
- 8.5 If an Officer is dispatched to a vessel by the Company, and is refused by the Master or Chief Engineer for reasonable cause, this Officer shall be paid out of pocket transportation expenses to and from the vessel, plus eight (8) hours' pay at the Officer's applicable basic hourly rate.
- 8.6 Notwithstanding any other Article in this Agreement, where a vacancy exists and a First Mate cannot be secured through any means, the Company may be required to utilize a Captain to fill the position in order to ensure continuity of operation for a period of not exceeding thirty (30) days.
- (a) At or before the expiry of that thirty (30) days, the Company will make every effort to fill the vacancy in accordance with the provisions of this Agreement.
  - (b) If after thirty (30) days the Company is unable to still fill the position, the parties shall mutually agree on an extension.
  - (c) The Captain shall not be required to join the Guild provided the Company remits the amount equal to the Guild dues, and legal defense fund payments for the position, nor will the Captain be covered by the provisions of this Agreement.
  - (d) If the Captain is not a Guild member, the Guild will not be responsible for representing the Captain in any legal proceedings.

- 8.7 The Guild agrees that it will support the Company in attracting and recruiting Officers when positions become available, whether permanent or relief. The Guild will provide the Company a list of available members that are actively looking for employment. The list will:
- (a) Be sent to the Company's Fleet Personnel Department upon request.
  - (b) Include Officers name, highest certificate held and contact information.

#### ARTICLE 9 – MEMBERSHIP AND DUES DEDUCTION

- 9.1 The Company agrees to employ, and retain in its employ, only Officers that are members of the Guild in good standing. Such members shall, as a condition of employment, maintain their membership in the Guild throughout their employment.
- (a) Newly hired Officers shall, as a condition of employment, complete an Application for Membership form and such application form will be sent (via email) by the Company to the Guild prior to the Officer commencing employment aboard any Company vessel.
  - (b) The Guild shall provide the Company's Fleet Personnel Department with an up-to-date PDF fillable Application for Membership.
- 9.2 It is the responsibility of the Guild to notify the Company in writing that an Officer is not in good standing according to the Guild's Constitution and by-laws.
- (a) Upon such notification, the Company shall inform the Officer, in writing, copied to the Guild, to resolve the membership situation with the Guild immediately.
  - (b) Should the situation not be promptly resolved, the Guild shall notify the Company of same, and the Officer shall be disembarked and not considered for further employment until such time they are confirmed to be a member in good standing with the Guild.
- 9.3 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 and by-laws, and until the Guild gives notice, in writing, to the Company that the Officer is not in good standing.
- 9.4 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 Guild's Constitution and by-laws.
- 9.5 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 Guild. The deductions will be made from the Officers first pay of each month and remitted to the Guild by the 15<sup>th</sup> of the following calendar month. The Guild will notify the Company of the amount of the regular monthly dues and of any changes in that document. The Guild shall provide at least thirty (30) days written notice of any change in the amount to be deducted by the Company.
- 9.6 The Guild shall indemnify the Company, its vessels, Officers, servant and agents and hold it or any of them harmless against any and all suits, claims, demands, and liabilities that may arise out of or by reason of any action taken by it, them or any of them for the purpose of complying with the provisions of this Article 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, or by reason of compliance by the Company with provisions of this Article.

9.7 Failure by the Company to remit its contributions and deductions to the Guild for dues deductions, Legal Defence Fund, Pension Plan and Family Security Plan by the 15<sup>th</sup> of the following month for which deductions are made or contributions due, shall incur a penalty of fifty dollars (\$50.00) per day for each day of delay until such time as deductions or contributions are made. The transaction date on the deposit record shall be the determining factor. Such penalty shall be paid to the Guild Legal Defence Fund.

#### ARTICLE 10 – CHARACTER OF WORK

10.1 The work of all Officers shall be under the direction of the Master.

10.2 Except in an emergency,

(a) Officers will only be required to do the work or perform the duties normally expected of their rank, and shall not be required to perform any duties usually assigned to unlicensed crewmembers;

(b) Unlicensed crew members shall not perform any of the work normally performed by officers.

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

10.4 Notwithstanding any other Article in this Agreement, in the event that a vessel experiences operational deficiencies causing excessive delays. Officers may be requested to assist.

(a) When an Officer assists, they will be paid their applicable rate of pay and will not displace any unlicensed employees who are available to work.

(b) The above is strictly based upon the urgent nature of the work needing to be performed that would result in excessive vessel delays.

(c) No Officer shall be compelled to perform this work and reprisals against an Officer for refusing such work is prohibited.

10.5 The Master or a Superintendent will not usually perform the work normally performed by an Officer. However, the Master or Superintendent may supervise such work including providing support and training as required.

10.6 No person on board the vessel in a supernumerary position shall take over a watch or perform work normally assigned to an Officer.

10.7 An apprentice or cadet shall not stand watch unless they are under the direct supervision of a certificated Officer.

10.8 Except when the vessel is at anchor or not underway and circumstances affecting the safety of the vessel will allow, 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 Officer on the bridge.

10.9 Officers will not be requested or ordered to carry out painting, chipping, scraping, or general cleaning.

- 10.10 For the purpose of mooring, unmooring, or canalling operations, the need for additional crew will be at the discretion of the Master or the Master's designate.
- 10.11 When assistance with canalling, shifting in port, mooring and unmooring operation operations is required:
- (a) the Company can first utilize the crew, both Officers and/or unlicensed crewmembers that are on watch at the time to assist with canalling where hand-free mooring is utilized;
  - (b) the operations of winches during mooring operations is normally performed by Officers and not unlicensed crewmembers;
  - (c) if there is a need to call additional personnel to assist the crew already on watch with canalling (winch operations), the parties agree that an Officer shall be called first;
  - (d) if there is a need to call additional personnel to assist the crew already on watch with canalling, mooring, unmooring operations (winch operations) and there are no Officers available, additional personnel will be at the discretion of the Master including the use of unlicensed crew;
  - (e) the process outlined in this Article is not applicable for general duties such as but not limited to putting out the gangway or when shifting a vessel in port. In such cases, the Master will continue to determine the crew required for such work;
  - (f) nothing in this Article shall preclude the Master from utilizing additional Officers to assist with canalling and shifting whenever the master deems necessary without being in violation of the procedures outlined in this Article;
  - (g) the Master reserves the right under the Company's Safety Management System to direct which Officers and crew members will be utilized.

## ARTICLE 11 – WORK WEEK AND OVERTIME

### Work Week

- 11.1 All Officers, whether watchkeeping Officers or day-working Officers shall be paid for seven (7) days a week at the rates set out hereafter. The Company agrees not to **layoff Officers** on weekends for the purpose of saving overtime.
- 11.2 The regular work week shall be forty (40) hours, consisting of five (5) days of eight (8) hours per day, Monday through Friday.
- 11.3 Except for additional vessels where technology and regulations allow, all **watchkeeping Officers** shall work the traditional system of four (4) hours on and eight (8) hours off.
- 11.4 All day-working Officers shall work any eight (8) consecutive hours between 0600 and 2000 hours. They shall have one (1) hour off for meals at the usual time.

### Overtime

- 11.5 Considering that the operation of a vessel is of a continuous nature and that consequently work must be performed in excess of the regular work week, it is agreed that overtime shall be paid for such work in accordance with the provisions in this Agreement.

11.6 If the guaranteed overtime forming an Officer's Daily Rate is not worked, at the discretion of the Master, the Officer's earnings will not be deferred or reduced. There shall be no prorating of daily earnings or banking of unused hours.

Extra Overtime

11.7 All hours worked in excess of the daily hours that are incorporated into the Earnings Per Day Rate will be considered Extra Overtime and will be paid at the Officers applicable overtime rate.

11.8 Saturday shall be paid for each hour worked at time and one-half rate (1.5) for the first eight (8) hours and at the double time (2.0) hourly rate for each hour worked in excess of eight (8) hours.

11.9 Sunday shall be paid for all hours worked at the double time (2.0) rate of pay.

11.10 Extra Overtime is not deferred, but is paid in accordance with the pay schedule outlined in this Agreement.

11.11 An Officer performing overtime work which ceases before the expiration of one (1) hour shall nevertheless be credited with one (1) hour overtime. After the first hour of overtime each further period of one half (½) hour shall entitle the Officer to one half (½) hour at the overtime rate.

11.12 When Officers are called out to work on overtime and then "knocked off" for less than two (2) hours, excepting where an Officer is recalled for their regular duties, overtime shall be paid straight through.

11.13 For the purpose of calculating overtime, a "day" shall refer in all cases to the period from midnight to midnight.

11.14 Overtime payment shall not be duplicated for any hour of work, i.e. there shall be no pyramiding of overtime.

11.15 In the event a question arises as to whether work performed is payable as overtime, or if a claim is rejected, the Officer must advise the Master immediately. If unresolved, the matter shall immediately enter the Grievance Procedure, at Step Two, as provided for in this Agreement.

11.16 Overtime shall be divided as equally as may be reasonably practicable among the Officers who normally perform the work.

11.17 When an Officer has to stand 6/6 for any reason, the watches shall be set as follows unless otherwise mutually agreed to between the Officers and Captain:

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

Stand-by Premium

11.18 When an Officer is requested to remain on board in port, after the completion of their watches or their regular day work, they shall be paid all hours required to remain on board at the appropriate hourly wage rate. The order to remain on board shall be given in writing to the Officers.

(a) Stand-by premiums shall apply in these cases:

- (i) regulatory requirements such as, but not limited to safety meetings, class and/or Port State inspections, audits/surveys;
- (ii) when the senior Officer is requested to stay on board when the Captain or Chief Engineer goes ashore.

(b) Stand-by premiums shall not apply in these cases:

- (i) A pandemic where a city, town, region or province has imposed restrictions;
- (ii) A customer property restriction, beyond the Company's control.

11.19 Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of or rendering assistance to other vessels, lives, property or cargoes (i.e. distress calls or similar circumstances), will be performed at any time on immediate call by all Officers, as required, and notwithstanding any provisions of this Agreement which might be construed to the contrary. In no event will overtime be paid for the work performed in connection with these emergency duties of which the Master will be the sole judge. Further, the Master may require any Officer to participate in lifeboat and fire drills without incurring overtime.

## ARTICLE 12 – TOURS OF DUTY AND HOURS OF WORK

12.1 The Company provides Officers holding seniority three (3) options for leave systems. All Officers must, by November 15<sup>th</sup> of each year, submit their preferred leave system on the provided leave request form for the next navigational season.

Option 1: 6 Weeks On | 6 Weeks Off Leave System

- (a) This leave system will be a minimum of forty-two (42) days on board vessel, followed by approximately forty-two (42) days off the vessel, acknowledged as a six (6) week on and off system.
- (b) For every day worked, an Officer is credited with one (1) days leave.
- (c) Officers working under this leave system will be expected to work on regular rotation for the entire season the vessel is operational.

12.2 Option 2: 60 Days On | 30 Days Off Leave System

- (a) This leave system will be a rotation of approximately sixty (60) days on board vessel, followed by approximately thirty (30) days off the vessel, acknowledged as a sixty (60) day on and thirty (30) day off system.
- (b) For every two (2) days worked, an Officer is credited with one (1) days leave.
- (c) Officers working under this leave system will be expected to work on regular rotation for the entire season the vessel is operational.
- (d) At the start of each season, not later than fifteen (15) days after the first Officer joins, the Officers shall determine amongst themselves which rotation will be assigned to each Officer. If the Officers cannot mutually agree, then the rotations will be assigned by the Company based on seniority.

12.3 Option 3: 6 Days Worked | 4 Days Accrued Leave System

- (a) Officers selecting the 6 Days Worked | 4 Days Accrued Leave System shall be entitled to take time off to be calculated is equivalent to four (4) days of leave for each six (6) days worked.
- (b) All accrued leave shall be completed between March 1<sup>st</sup> of the current year and the end of February of the following year.
- (c) Leave will not be granted for periods of less than twenty-one (21) days without mutual agreement between the Officer and the Company.
- (d) When an Officer has accumulated twenty-one (21) days or more of leave, and provided a request has been made thirty (30) days in advance, the Officer shall be granted a minimum of twenty-one (21) days' leave.
- (e) An Officer shall be granted up to a maximum of sixty (60) consecutive days of leave.
- (f) Officers when taking their accrued time off without pay during the months of June, July and August, will stagger their schedules, by a minimum period of fifteen (15) days, allowing incoming Officers to familiarize themselves with the vessel.
- (g) Leave requests shall be granted in accordance with Officer Seniority.
- (h) An Officer shall not be compelled to take time off from their vessel or be prevented from doing so.
- (i) However, notwithstanding the above, Officers must schedule their vacation in such a way as to ensure that their work periods do not exceed one hundred and twenty (120) consecutive calendar days.
  - (i) If an Officer has worked continuously for one hundred and twenty (120) consecutive calendar days, the Company shall compel an Officer to take time off without pay for a minimum of twenty-one (21) calendar days.
  - (ii) The Company shall reimburse roundtrip travel costs associated with the Officer's departure from and return to the vessel.
- (j) All Officers are required, at the beginning of the season but not later than fifteen (15) days after first joining their appointed vessel, to prepare among the Officers on board a schedule of time off for the year.
  - (i) Should an Officer need to change their requested time off, and a suitable replacement is available, such request will be granted.
  - (ii) Upon completion of the vacation schedule, a copy shall be sent to the Guild.
- (k) Officers are encouraged to schedule their vacations on a consecutive basis to ensure appropriate coverage.
- (l) Officers shall submit their vacation requests using the applicable Company provided form.
- (m) Officers may be permitted to take leave at the same time provided that:

- (i) the schedules are staggered, with a minimum of fifteen (15) days to allow incoming Officers to familiarize themselves with the vessel, and
  - (ii) when two (2) or more Officers on board are qualified to do pilotage, there is at least one (1) Officer remaining on board to do pilotage.
  - (iii) Leave shall be granted on the basis of Officer Seniority on the vessel on which the Officers are employed, unless mutually agreed upon amongst the Officers involved.
  - (n) The maximum number of paid one-way travel for crew exchanges under this leave system will be eight (8), including lay-up and fit-out.
- 12.4 In the event an Officer becomes part of an established rotation schedule after the season has begun, the Officer shall assume the rotation of the position they are assigned in place of.
- 12.5 Officers, at their option, may extend their Tour of Duty while attempting to change their rotation to accommodate special occasions, and providing there is agreement between the Officer and the relieving Officer, and the Company is notified in writing of the change in work schedule.
- (a) The Company will do everything reasonably practicable to maintain leave schedules but reserves the right to extend or shorten this schedule to allow the vessel to reach the port determined by the Company to be appropriate for Officers to leave or join the vessel.
  - (b) The Company shall not be held responsible for delays in the event of weather or other extenuating circumstances, outside of the Company's control, that prevent the safe and timely exchange of Officers.
- 12.6 The extending or shortening of days shall not be used to manage Officers leave schedules or Leave Earnings Balances (if applicable).
- 12.7 At the Company's request, an Officer's leave schedule may be extended provided the Officer accepts (in writing), and that the request is not to the detriment of another permanent Officer wishing to return to work.
- (a) Officers not consenting to an extension shall not be subject to any penalty whatsoever.
- 12.8 All watchkeeping Officers shall work the traditional system of four (4) hours on and eight (8) hours off. Officers shall be expected to work any hours necessary to operate, overhaul, or otherwise preserve the safety, efficiency, and operation of the vessel and crew.
- 12.9 The Company is committed to provide the Officer's replacement within three (3) calendar days before or three (3) calendar days after the Officer's scheduled leave start date, unless circumstances transpire beyond the Company's control.
- (a) If an Officer cannot get off on their schedule leave date, the Company shall inform the Officer promptly as to the reasons why.
  - (b) The Officers scheduled leave shall be adjusted to allow the Officer to take the same number of days off as originally scheduled.
  - (c) If an Officer cannot depart for their schedule leave after five (5) days of their schedule leave start date, due to the Company being unable to secure a replacement, then the Officer shall be



compensated with a sum of \$150.00 per day, over and above their regular Daily Rate, until such time the Company can supply a replacement.

(i) This sum is not payable if the Officer is in regular rotation with another Officer, on a leave system, and the joining Officer is delayed for reasons outside of the Company's control.

12.10 If an Officer is recalled to work, at the Company's request, more than three (3) days prior to the expiration of their leave, then they will be compensated with a daily premium of \$150.00 per day, over and above their regular Daily Rate, from the date they joined until such time their leave normally expired.

(a) This premium shall not be paid for any leave system rotations, where the Officer scheduled to return is unexpectedly delayed or otherwise makes themselves unavailable to join.

#### Winter Sailing

12.11 Officers appointed to vessels designated as winter sailing vessels may extend or shorten their "Tour of Duty" providing there is an agreement between the Officer, the relieving Officer and the Company.

12.12 Winter sailing shall commence five (5) days following the close of the Welland Canal and shall end when the Welland Canal reopens.

12.13 The expectation will be that between the Officer and the relieving Officer(s) for a particular vessel the winter sailing period will be covered. However, if these Officers do not want to work the winter sailing season the Company will attempt to secure other suitable Officer(s).

12.14 If the Company cannot secure other Officer(s) to work the winter sailing season the Company may require the most junior Officer(s) on the seniority list with the required knowledge, skill and ability to work in place of the Officer(s) in order to keep the vessel running.

12.15 To ensure continuity of knowledge the Company may require at least one (1) of the vessel's regular Officers to sail during the winter season.

### ARTICLE 13 – PROBATIONARY PERIOD - SENIORITY - PROMOTIONS - LAYOFF AND RECALL

#### Probationary Period

13.1 The Probationary Period is the initial period of employment during which the Company carefully considers whether the newly hired Officer is capable and suitable, and can meet the expectations of the position. During the period of probation, the Company will carry out an appraisal of the Officer.

(a) An Officer who is newly hired into a permanent position on the seniority list shall be considered on a probationary period for ninety (90) cumulative working days.

(b) The probationary period described above can only begin once the Officer is hired on a permanent basis to fill a permanent vacancy on the Seniority List and notified of such permanent placement on the Seniority List by the Company.

(c) At any time during the probationary period, an Officer may be released by the Company if the Company determines the Officer is unsuitable for permanent employment. In the event a probationary Officer grieves their release, the Company shall only be required to show that it

acted reasonably in determining the Officer unsuitable for permanent employment with the Company.

### Seniority

- 13.2 Company seniority is defined as the length of an employee's continuous service with the Company in a permanent position. Officers holding Company seniority promoted to the Officers Seniority List, shall retain their Company seniority for vacation pay purposes only.
- 13.3 Officers will accumulate Officer Seniority on the basis of their continuous service with the Company from the first date placed on any Officer seniority list in the bargaining unit.
- 13.4 Officers will accumulate Classification (Grade) Seniority on the basis of their continuous service with the Company from the date placed on or promoted to any specific Officer Seniority List in the bargaining unit.
- 13.5 A permanent Officer shall lose seniority in any one (1) of the following cases:
- (a) Voluntary resignation;
  - (b) Termination for cause;
  - (c) Absent without leave without satisfactory notice to the Company;
  - (d) Layoff and fails to return to work with fifteen (15) days after the Company has delivered written notice to the Officer and to the Guild by prepaid registered post advising the Officer to return to work;
  - (e) Where an Officer has been laid-off because of lack of work for a continuous period equal to their seniority, or twenty-four (24) months, whichever is less;
  - (f) Retirement;
  - (g) Where an Officer has taken permanent employment with a competitor in the marine industry, except in those circumstances outlined in this Agreement.
- 13.6 A permanent Officer shall not lose seniority, nor will their continuous service be broken as a result of being absent from work because of sickness, accident, Company approved leaves or any other proven legitimate reason, providing the Officer submits the necessary documentation when required by the Company. Such leave shall not exceed twenty-four (24) months.
- 13.7 In case of promotion, demotion, transfer, lay-off and recall after layoff, the most senior Officer with sufficient qualifications and Officer seniority, shall be entitled to the position where ability - is equal.
- 13.8 The Company agrees to fill position vacancies with the most senior Officer in the Grade below, or there being none, from the Alternate Officer Seniority List.

### Seniority Lists

- 13.9 The Company shall by February 1<sup>st</sup> of each year prepare and forward to the Guild and to each Officer employed by the Company holding seniority, written notice of all Seniority Lists.
- (a) The Seniority List will be divided into four (4) position (Grade) classifications setting forth with respect to each Officer concerned:

- (i) First Mate
- (ii) Second mate
- (iii) Third Mate
- (iv) Alternate Officer

(b) The Seniority List shall contain the following information:

- (i) Seniority number
- (ii) Full name of the permanent Officer
- (iii) Company Seniority Date of the permanent Officer
- (iv) Officer Seniority Date of the permanent Officer
- (v) Grade Seniority Date of the permanent Officer
- (vi) Highest Certificate of Competency currently held by the permanent Officer

13.10 In case an Officer has an objection to any additions or subsequent changes to their seniority date on a Seniority List, the Officer shall advise the Company and the Guild in writing as early as possible, but not later than April 1<sup>st</sup> in that year, that the Seniority List does not correctly set forth such seniority and the details of the objection.

The objection shall proceed in the following manner:

- (a) Within ten (10) business days after receipt of the said notice, the Company shall provide a written response to the Officer, copied to the Guild. If the Officer disagrees with the response, representatives of the Company and the Guild shall confer or meet within ten (10) business days for the purpose of resolving the objection to the Seniority List.
- (b) If the parties cannot resolve the dispute pursuant to the foregoing, it shall be determined in accordance with the grievance procedures set forth in this Agreement.
- (c) Where the Seniority Lists are agreed to and settled as correct or undisputed, the seniority lists will be binding upon the parties and the Officers.

13.11 When changes happen to a Seniority List, notification will be sent to the Guild. Copies of revised seniority lists will also be provided to the Guild upon request.

13.12 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 Officers employed from the purchased, amalgamated, merged or combined Company are also Guild members covered under a Guild Agreement, new seniority lists shall be prepared, showing the combined names (dove-tailed) and dates applicable to the original employing Company, or
- (b) if the Officers employed by one (1) Company are not covered under a Guild Agreement, a new Seniority List shall be prepared showing these new members as junior (end-tailed) and having seniority within the Guild.

- (c) Officers employed from a purchased, amalgamated, merged or combined Company, shall retain their Company seniority for vacation pay purposes only.

#### Alternate Officer Seniority

- 13.13 It is recognized that additional Officers are necessary to fill vacancies, allow permanent Officers to take leave (maintain leave systems), and assist with training.
- 13.14 The minimum number of Officers on this list will be seventeen (17).
  - (a) The list will have a minimum of seven (7) First Mates and a minimum of ten (10) Watchkeeping Mates.
  - (b) The Company reserves the right to increase the number of Officers placed on this list at any time.

#### Promotions

- 13.15 In the event an Officer is permanently promoted to Captain (contracted Captain), the Officer will continue to accrue seniority for a period of twenty-four (24) months, provided the Officer has maintained their membership in the Guild. If there is no Captain's position available, the Officer shall have the right to be reinstated with their original seniority date prior to promotion as Captain. After twenty-four (24) months, the Officer shall forfeit their seniority under this Agreement.
- 13.16 In the event that an Officer is demoted or voluntarily requests a lower classification, the Officer shall be repositioned in accordance with the date they first worked as a permanent Officer (Officers seniority) with the Company.
- 13.17 If an Officer is offered and accepts a promotion, the Officer shall be confirmed in that position and their name will be registered as such on the Seniority List as the date the vacancy became available.
- 13.18 If an Officer is offered and refuses a promotion, the Officer shall give notice of that refusal, in writing, to the Company's Fleet Personnel Department.
- 13.19 It is agreed that all promotions will be given with a ninety (90) cumulative working day trial period. This ninety (90) cumulative working day trial period is to allow the Company enough time to evaluate the promoted Officer's ability in their new position. At any time during the trial period, at the discretion of the Company or the Officer, the promoted Officer may be returned to their previously held job classification, the Officer would revert to their previously held position with the seniority date(s) and seniority placement prior to the promotion.

#### Layoff

- 13.20 In the event the Company finds it necessary to layoff an Officer during the season, the layoff shall be governed by the following:
  - (a) The Officer with the least seniority in that classification shall be the Officer laid-off. If an Officer does not have sufficient Grade Seniority to displace within their current classification, Officers shall be permitted to exercise seniority in the subsequent lower classification based on their Officer's seniority.

Example: Should a permanent First Mate not have sufficient Grade Seniority to displace the most junior First Mate, the Officer would be eligible to displace the most junior Second Mate, if the First Mate's Officer Seniority will allow.

- (b) If no Officers are employed in the Second Mates position with less Officer seniority than the displaced First Mate, the First Mate would be eligible to displace the most junior Third Mate position, again based upon their Officer Seniority.
  - (c) If no Third Mate is currently employed with less Officer seniority, the First Mate would be the Officer laid-off.
- 13.21 Officers exercising bumping rights shall make their decision within seventy-two (72) hours of notification of layoff.
- (a) This notification must be in writing and must be submitted to the Company's Fleet Personnel Department before they depart their current vessel.
  - (b) If the Officer chooses to be laid-off, they must remain on laoff for a minimum period of fourteen (14) days before they may indicate and submit their intent to exercise their bumping rights.
  - (c) Officers exercising bumping rights shall be put into appointed positions, unless otherwise mutually agreed upon. Should a vessel return or come into service, the displaced Officer shall have the right to return to their appointed position.
  - (d) If the Officer being displaced is in a voluntary leave system the Officer exercising their seniority shall assume that position in the existing voluntary leave rotation or displace another Officer as per the example above. Under no circumstances will the voluntary leave system be disrupted.
- 13.22 An Officer who is expected to be laid-off for an extended period may be considered for temporary relief work within any of the Company's other fleets provided they possess the required certificate and ability and provided they are not in conflict with the explicit seniority clauses of that particular Agreement.
- (a) The Company retains the exclusive right to determine what relief work is available and which Officers will be offered such work.
  - (b) Officers must inform the Company, in writing, during any period of layoff that they wish to be considered for relief work outside this Agreement.
  - (c) Should an Officer accept relief work and has an outstanding Leave Earnings Balance (leave balance), they must provide, in writing, whether they wish to freeze their leave balance during the relief work period or whether they wish to cash out their leave balance before starting the relief period.
  - (d) Officers who accept a relief position are required to abide by the terms as outlined in the applicable Agreement.
- 13.23 In the event the Company is not able to offer a laid-off Officer(s) work within its fleets and the Officer(s) does not hold sufficient seniority to exercise bumping rights under the provisions of this Article, then they may accept temporary relief work with another company provided that:

- (a) They inform the Company's Fleet Personnel Department, in writing, that they have accepted such temporary relief work and the expected duration.
- (b) When recalled for duty, the Officer returns to their permanent position under the provisions of this Agreement.

#### Recall

- 13.24 Recall following a layoff will be in reverse order of the layoff.
- 13.25 Officers shall receive a notice of recall for duty of three (3) business days. The notice of recall for duty shall be by email, text or an acknowledged phone conversation with the Officer. Failure to acknowledge the notice of recall, shall constitute unavailability for service.
- 13.26 Where an Officer is laid-off and fails to report for work or fails to respond to the Company's notice of recall within - fifteen (15) calendar days after the Company has delivered written notice to the Officer and to the Guild by prepaid registered post advising the Officer to return to work, the Officer shall forfeit their seniority.

#### Annual Vessel Appointments

- 13.27 The Company shall by March 1<sup>st</sup> of each year prepare and forward to the Guild and to each Officer employed by the Company holding seniority, written notice of their annual vessel appointments.
- 13.28 The determination of vessel appointments will be at the Company's discretion considering the availability of Officers, vessel suitability and the individual request of each Officer to work under the different leave systems. Although it may not be possible for the Company to offer an Officer their preferred work rotation, every effort will be made to accommodate all requests.
- 13.29 Officers may not refuse their vessel appointment, unless there is a bona fide and Company approved reason for the refusal. The reason for the refusal must be submitted, in writing, to the Company's Fleet Personnel department within five (5) business days of the Officer receiving their appointment. The Company will consider and will approve or deny the request, in writing and in copy to the Guild, within ten (10) business days of receiving the request.
- 13.30 The work schedule for Officers that are assigned to a leave system (6 weeks on / 6 weeks off or 60 days on / 30 days off) will be determined by the Officer's Overall Seniority.  
  
For Example, where two (2) Officers assigned to the 6 weeks on / 6 weeks off rotation, the more senior Officer will be expected to join the vessel at fit-out for the first rotation, unless otherwise mutually agreed upon by the affected Officers. The Company must be notified, in writing, of the mutual agreement.
- 13.31 When an Officer is appointed to a vessel for the season, and the sailing date of that vessel is delayed, then the appointed Officer(s) may exercise their bumping rights under the provisions in this Agreement. Written notice of their intent to exercise their bumping rights must be sent to the Company's Fleet Personnel Department.
- 13.32 The Company shall provide a list of Officers onboard the Company's vessel to the Guild weekly and upon request. The list shall also be made available to Officers on board each vessel.

## ARTICLE 14 – TRANSPORTATION, MEALS AND LODGING

- 14.1 Upon joining or leaving the vessel for leave or work periods and travel is required, the Company agrees to cover reasonable travel cost to and from their home in Canada and the vessel.
- (a) Travel costs are to include first class surface passage or economy airfare or two-way car allowance, meals and accommodations.
  - (b) To be eligible to have the Company cover the travel costs, the Officer must complete their assigned work period.
  - (c) If an Officer is terminated for just cause, resigns or leaves the vessel without being properly relieved, travel costs will not be paid by the Company.
  - (d) All travel must be booked through the Company's designated travel agent (Travel Agent) with the exception of kilometric reimbursement when that is the most economical means.
  - (e) All travel booked through the Travel Agent must be made as far in advance as reasonably practicable to do so. The Travel Agent's after hours number should be used for emergency bookings only.
- 14.2 Expenses will be reimbursed by the Company upon the production of detailed, itemized receipts.
- (a) An Officer submitting travel expenses is expected to do so within forty-five (45) days from the date of travel.
  - (b) All expenses must be submitted through the Algoma Crew Expense (ACE) platform.
  - (c) Approved expenses will be paid within twenty-one (21) days of receipt through ACE.
- 14.3 The car allowance shall be fifty-five cents (\$0.55) per kilometer.
- 14.4 The maximum allowable rate for meals, inclusive of taxes and tips, is forty dollars (\$40.00) per meal.
- (a) Alcohol is not reimbursable.
- 14.5 The maximum allowable rate for accommodations is one hundred and seventy-five dollars (\$175.00) per room, per night, supported by receipts, exclusive of taxes.
- (a) In the event that the Travel Agent is not able to secure lodging that falls within the allowable limit, the Company will cover the additional expense.
  - (b) In the event an Officer is not able to book travel and/or accommodations through the Travel Agent, the Officer shall be permitted to secure lodging themselves.
    - (i) If the Officer is not able to secure lodging that falls within the allowable limit, the Company will cover the additional expense.
    - (ii) In order to be eligible for reimbursement, the Officer must have prior approval from the Company to make the booking.
- 14.6 In the event an Officer is injured or becomes ill, and a medical doctor determines that they must leave the vessel as a result, the Company will pay the Officer's cost of transportation to the hospital or to the Officer's residence.

- 14.7 In the event an Officer is laid-off, transportation shall be provided to their home. When recalled, the Officer's transportation shall be provided to the vessel.
- 14.8 In the event the Company requests an Officer to attend to any Company business, without limiting the generality of the foregoing, it will be without loss of pay or benefits and the Company shall be reimbursed in accordance with this Article.
- 14.9 In the event an Officer is repatriated from a Company vessel, the Company will ensure they are repatriated at no cost to the Officer and will ensure that the Officer is able to return home to the Officer's place of residence in Canada, the location of the Officer's next assigned embarkation within Canada or to another place agreed to by the Officer and the Company.
- 14.10 The Company shall have the option to offer and the Officer shall have the option to accept a fixed amount, paid directly to the Officer, without receipts, in lieu of reimbursement of their travel expenses. Officers selecting the fixed amount would then be responsible for their own transportation arrangements and
- (a) The fixed amount will vary according to the location of the vessel and the original or destination of the Officer.
- (b) The mutual agreement shall be acknowledge in writing.

#### Excess Baggage

- 14.11 Officers are expected, as reasonably practicable, to keep their baggage under the weight set by the airline where oversized baggage charges are incurred.
- 14.12 The Company will pay for reasonable excess baggage charges for each permanent Officer at fit-out, lay-up and at times when an Officer is transferred to another vessel at the Company's request.
- 14.13 To minimize excess or oversize baggage charges, Officers are encouraged to pack in a manner that incurs the least amount of airline fees.
- 14.14 Officers are required to enroll in the frequent flyer programs of the airlines utilized by the Company and provide the membership numbers to the designated travel agent, for the purpose of potentially avoiding or reducing baggage fees. All travel points and rewards will accrue to the Officer.

#### ARTICLE 15 – LIVING CONDITIONS ONBOARD VESSEL

- 15.1 Officers shall have living quarters aboard the vessel in line with the position they hold.
- 15.2 All vessel are equipped with central air conditioning systems. In the event the system fails, and the Company is not able to repair the unit in a reasonable amount of time, then the Company will provide portable air conditioning units in the Officer's accommodations.
- 15.3 Where there is an Officers' lounge or an Officers' dining room, the Company agrees to make a television with satellite available and provide access to wireless internet communication where available and to bear the cost of normal maintenance.
- 15.4 On promoting a healthier lifestyle onboard, the Company will endeavour to provide exercise facilities and equipment and maintain such equipment so it's in good working order.



- 15.5 Where washing machines and drying facilities are presently available on a vessel, the Company will ensure that these facilities are for the use of all crew members.
- 15.6 From the time of joining the vessel to the end of their assignment, all Officers shall be supplied with clean linen and hand towels weekly. Sufficient soap for personal and laundry use shall be provided.
- 15.7 It is the duty of each Officer to ensure that their cabins are kept clean, tidy, habitable at all times.
- 15.8 The Company shall have each Officer's accommodations (cabin) cleaned before fit-out. The cleaning will be completed by either an independent third-party contractor, or an unlicensed employee or other, which will be at the Company's discretion.
- (a) Vessels that do not lay-up or vessel where Officer's remain on board for the lay-up will not be cleaned.

#### ARTICLE 16 – MEALS, COFFEE BREAKS AND LUNCHESES

- 16.1 All Officers shall be permitted reasonable time, free from work, for the purpose of eating each meal and taking coffee breaks.
- 16.2 Night lunches shall be available for Officers going on watch and those called out to work overtime.
- 16.3 As near as practicable, fifteen (15) minute coffee breaks shall be allowed at 1000 hours and 1500 hours daily for all Officers on day work. The equipment necessary to make coffee shall be supplied in the engine rooms.
- 16.4 When Officers are on day work, they shall be allowed one (1) hour for lunch and one (1) hour for supper.
- 16.5 When an Officer is required to remain on board to do the supper relief, that Officer shall be paid one (1) hour overtime for such relief.
- 16.6 Where overtime is worked, coffee breaks must be allowed every two (2) hours. The coffee breaks shall be taken in such a way that the operations are not unnecessarily interrupted.
- 16.7 During the repair period, when meals are not supplied on board vessel and the laid-up vessel is at a distance where more than one (1) hour is required to have breakfast and lunch, the Master or Chief Engineer, with the support of Company Head Office, will grant additional time (up to 30 minutes) for the meal period.
- 16.8 The Company shall ensure that there is a sufficient monthly food budget for each vessel and required that it is fully utilized for crewmembers of each respective vessel.

#### ARTICLE 17 – NON-PAID AND PAID LEAVE SYSTEM

- 17.1 The Company provides Officers holding seniority two (2) options for the payment of their earnings.
- Option 1: Non-Paid Leave System
- Option 2: Paid Leave System

## 17.2 Non-Paid Leave System

- (a) The purpose of the Non-Paid Leave System is to pay an Officer all earnings (wages, premiums, allowances, and vacation pay) within the respective pay period, paid semi-monthly.
- (b) The Non-Paid Leave System shall be the default pay system permanent Officers are enrolled in when first employed unless they make an election to switch to the Paid Leave System.
- (c) All Temporary Relief Officers shall only be enrolled in the Non-Paid Leave System.

## 17.3 Paid Leave System

- (a) The purpose of the Paid Leave System is to provide continuity of income when an Officer is working and when on leave, provided there is money in their Leave Earnings Balance to do so.
- (b) An Officers Leave Earnings Balance is the amount of earnings that remain to be paid to the Officer over future pay periods. For each day an Officer works, the Officer's Leave Earnings Balance is credited (increased) by their Earnings Per Day Rate earned for that day. The Leave Earnings Balance is decreased each pay date by the number of days in the pay period, times the applicable Paid Leave System Day Rate.
- (c) The Paid Leave System Day Rate (paid while on and off) is the portion of an Officer's Earnings Per Day Rate that is paid to Officers. For each day, whether working or on leave, an Officer is paid their applicable Paid Leave System Day Rate from their Leave Earnings Balance which is reduced (paid out) by the same amount until their Leave Earnings Balance reaches zero (\$0.00).
- (d) The Paid Leave System Day Rate is paid out of the Leave Earnings Balance at the Officer's permanent seniority position rate.
- (e) If an Officer is working in a higher or lower position than their permanent seniority for a minimum of one (1) pay period, they may request, in writing (email), to the Company's Fleet Personnel Department for their Leaving Earnings Balance to be paid out at the higher rate or lower rate for a specific period of time, indicating the specific start date and end date.

## 17.4 Paid Leave System Day Rate:

The portion of an Officer's Earnings Per Day Rate paid to Officers enrolled into the Paid Leave System for each day, is equivalent to:

- (a) Fifty percent (50%) of the applicable Earnings Per Day Worked for those working under the six (6) weeks on and off system; or
- (b) Sixty-six-point sixty-seven percent (66.67%) of the applicable Earnings Per Day Worked for those working under the sixty (60) day on and thirty (30) day off system.

### Paid Leave Examples:

- (a) As illustrated below, Officers working under the six (6) weeks on and six (6) weeks off paid leave system shall receive payment from their Leave Earnings Balance at fifty percent (50%) of their Earnings Per Day Rate in order to provide continuity of income while working and while on leave.

<b>6 Weeks On   6 Weeks Off System</b>			
<b>Pay Period</b>	<b>Earned (Earnings Per Day Rate)</b>	<b>Credited to Leave Earnings Balance (Earnings Per Day Rate)</b>	<b>Paid (Paid Leave System Day Date)</b>
Pay 1 - On Tour	100%	100%	50%
Pay 2 - On Tour	100%	100%	50%
Pay 3 - On Tour	100%	100%	50%
Pay 4 - On Leave	-	-	50%
Pay 5 - On Leave	-	-	50%
Pay 6 - On Leave	-	-	50%

- (b) As illustrated below, Officers working under the sixty (60) day on and thirty (30) day off system shall receive payment from their Leave Earnings Balance at 66.67% of their Earnings Per Day Rate in order to provide continuity of income while working and while on leave.

<b>60 Days On   30 Days Off</b>			
<b>Pay Period</b>	<b>Earned (Earnings Per Day Rate)</b>	<b>Credited to Leave Earnings Balance (Earnings Per Day Rate)</b>	<b>Paid (Paid Leave System Day Date)</b>
Pay 1 - On Tour	100%	100%	66.67%
Pay 2 - On Tour	100%	100%	66.67%
Pay 3 - On Tour	100%	100%	66.67%
Pay 4 - On Tour	100%	100%	66.67%
Pay 5 - On Leave	-	-	66.67%
Pay 6 - On Leave	-	-	66.67%

- 17.5 The Officer's Leave Earnings Balance will be reported on each pay stub. The Leave Earnings Balance will be the only balance maintained for pay purposes.
- 17.6 Permanent Officers holding seniority shall have the ability to opt out of or back into the Paid Leave System once per year.
- (a) Should an Officer choose to opt into or out of the Paid Leave System, they must submit their election, in writing (email), to the Company no later than January 1<sup>st</sup>, which, in turn, will take effect March 1<sup>st</sup>.
- (b) If an Officer is opting out of the Paid Leave System has a positive Leave Earnings Balance as of their January 1<sup>st</sup>, election, the Officer shall have their balance paid out to them on the last pay date in February.
- 17.7 Officers with Leave Earnings Balances in excess of their normal leave period (six (6) weeks or thirty (30) days), with at least fifteen (15) days advance written notice to the Company's Fleet Personnel Department, shall have the option to:
- (a) Cash out any excess Leave Earnings Balance when convenient to the Officer;
- (b) Utilize their excess Leave Earnings Balance for the purpose of taking additional time off provided;
- (i) It is not to the detriment of another Officer exercising their seniority in an established rotation;

- (ii) The Company can provide a replacement Officer;
- (iii) The Officer taking the additional leave accepts they will be required to fit back into the established rotation upon their return.

- 17.8 There will be no adjustment to the Officers Leave Earnings Balance as a result of any annual wage rate increase in the Agreement.
- 17.9 In the event of the Officer's termination for any reason, the Officer's Leave Earnings Balance will be paid out in full on the next date corresponding to the pay cycle within which the Officer's termination date falls.
- 17.10 Officers laid-off shall have the option of withdrawing their entire Leave Earnings Balance. Requests must be submitted to the Company's Fleet Personnel Department, in writing (email), and upon receipt, shall be promptly submitted for disbursement on the next pay cycle. A record of employment (ROE) shall be submitted to Service Canada, in compliance with applicable regulations. Should an Officer require a copy of their ROE, it may be obtained through the Service Canada website.

**ARTICLE 18 – RATES OF PAY AND WAGE ADMINISTRATION**

- 18.1 Wages shall be paid by way of direct deposit into the Officer's bank account on the 15<sup>th</sup> day of the month for wages earned between the 21<sup>st</sup> day of the preceding month and the 5<sup>th</sup> day of the current month. Wages earned between the 6<sup>th</sup> day 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.
  - (a) Each Officer must provide the Company with an authorization for direct deposit and all relevant banking information and any changes thereto.
  - (b) The pay stub shall be sent electronically to the email address provided by the Officer to the Company.
- 18.2 The basic rates of pay for the Officers covered by this Agreement shall be set forth in the Wage Tables attached hereto and forming part of this Agreement. Wages include any amount required to be paid by statute on account of vacation pay and statutory holidays. The Vacation Pay Article and the Non-Paid and Paid Leave System Article provide further detail.
- 18.3 Increase basic wage rate by the following:

	YEAR	INCREASE
1	2023	7.7%
2	2024	3.3% or COLA, whichever is greater
3	2025	2.0% or COLA, whichever is greater to a maximum of 3.5%
4	2026	2.0% or COLA, whichever is greater to a maximum of 3.5%

COLA shall be the twelve-month average January to December for the previous year as published by Statistics Canada. Changes will be effective June 1 of each year.

- 18.4 Earnings Per Day Worked. Officers shall be paid a Daily Rate (Earnings Per Day Worked) which will incorporate the guaranteed overtime hours for the position, statutory holidays and an Officer Responsibility Allowance, all as outlined in this Agreement.

- (a) First Mate will be paid a Daily Rate based on a guaranteed ten (10) hour day.
- (b) Second and Third Mate will be paid a Daily Rate based on a guaranteed nine (9) hour day.
- (c) All hours worked above the hours (10 or 9) factored into the Daily Rates will be paid at the Officers applicable overtime hourly rate of pay.

The Earnings Per Day Worked shall be calculated as follows:

Ten (10) Hours per Day (First Mates)

<b>Day</b>	<b>Regular</b>	<b>Guaranteed Overtime</b>
<b>Monday</b>	8 hours x 1.0 Base Rate	2 hours x 1.5 Overtime Rate
<b>Tuesday</b>	8 hours x 1.0 Base Rate	2 hours x 1.5 Overtime Rate
<b>Wednesday</b>	8 hours x 1.0 Base Rate	2 hours x 1.5 Overtime Rate
<b>Thursday</b>	8 hours x 1.0 Base Rate	2 hours x 1.5 Overtime Rate
<b>Friday</b>	8 hours x 1.0 Base Rate	2 hours x 1.5 Overtime Rate
<b>Saturday</b>	8 hours x 1.5 Overtime Rate	2 hours x 2.0 Overtime Rate
<b>Sunday</b>	8 hours x 2.0 Overtime Rate	2 hours x 2.0 Overtime Rate
<b>Total Hours Paid at 1.0</b>	68.0 hours	23.0 hours
<b>Daily Hours Paid (÷7)</b>	9.7 hours	3.3 hours

Nine (9) Hours per Day (Second and Third Mates)

<b>Day</b>	<b>Regular</b>	<b>Guaranteed Overtime</b>
<b>Monday</b>	8 hours x 1.0 Base Rate	1 hours x 1.5 Overtime Rate
<b>Tuesday</b>	8 hours x 1.0 Base Rate	1 hours x 1.5 Overtime Rate
<b>Wednesday</b>	8 hours x 1.0 Base Rate	1 hours x 1.5 Overtime Rate
<b>Thursday</b>	8 hours x 1.0 Base Rate	1 hours x 1.5 Overtime Rate
<b>Friday</b>	8 hours x 1.0 Base Rate	1 hours x 1.5 Overtime Rate
<b>Saturday</b>	8 hours x 1.5 Overtime Rate	1 hours x 2.0 Overtime Rate
<b>Sunday</b>	8 hours x 2.0 Overtime Rate	1 hours x 2.0 Overtime Rate
<b>Total Hours Paid at 1.0</b>	68.0 hours	11.5 hours
<b>Daily Hours Paid (÷7)</b>	9.7 hours	1.7 hours

Officers Responsibilities Allowance

- 18.5 The Earnings Per Day Worked includes a pensionable Officer Responsibility Allowance that is paid:
- (a) In lieu of extra premiums such as (cabin cleaning/linen change, winter maintenance premium, hours paid not worked, night watch, penalty meals/meal hours, welding/burning, additional duties like writing payroll, paperwork/administrative duties, etc.) and
  - (b) to compensate Officers for the higher-level responsibility and liability assumed in their position, which includes but is not limited to training, development and familiarization of newly hired or promoted Officers.

Effective the date of ratification each Officer shall receive a pensionable Officer's Allowance as below:

Position	Officer Allowance
1 <sup>st</sup> Mate	\$ 87.88
2 <sup>nd</sup> Mate	\$ 38.66
3 <sup>rd</sup> Mate	\$ 29.66

The Officer's Allowance noted above will be increased by the following, effective June 1, 2024:

Position	Officer Allowance
1 <sup>st</sup> Mate	\$ 6.28
2 <sup>nd</sup> Mate	\$ 5.27
3 <sup>rd</sup> Mate	\$ 4.78

The Officer's Allowance noted above will be increased by the following, effective June 1, 2025:

Position	Officer Allowance
1 <sup>st</sup> Mate	\$ 6.28
2 <sup>nd</sup> Mate	\$ 5.27
3 <sup>rd</sup> Mate	\$ 4.78

The Officers' Allowance shall be paid for each day worked, or part thereof, on board a vessel and is included as part of the Officer's Earnings Per Day Worked.

18.6 Officers shall be expected to work any hours necessary to operate, overhaul, or otherwise preserve the safety, efficiency, and operation of the vessel and crew. It is expected that under normal circumstances the overtime built into an Officer's Daily Rate will cover additional time required to complete necessary paperwork, inspections, administrative duties and other duties that are not always possible to complete during normal watches.

18.7

- (a) On the day joining or leaving a vessel, if an Officer works any hours they will receive their full Earnings Per Day Worked. Officers are expected to do a fulsome handover.
- (b) An Officer shall be given forty-eight (48) hours notice prior to joining their vessel for fit-out. If it is necessary for an Officer to travel the previous day when joining their vessel, they shall be paid eight (8) hours pay at their basic hourly rate to cover travelling time.
- (c) If an Officer residing in Canada experiences unforeseen travel interruptions causing the Officer's scheduled travelled time to be delayed the Officer shall be paid eight (8) hours at the Officer basic hourly rate of pay for each day delayed.

Statutory Holidays

18.8 In this Agreement, the following thirteen (13) holidays are factored into the Daily Statutory Premium:

1.	New Year's Day	8.	Labour Day
2.	January 2 <sup>nd</sup>	9.	Truth & Reconciliation Day
3.	Good Friday	10.	Thanksgiving Day
4.	Easter Monday	11.	Remembrance Day
5.	Victoria Day	12.	Christmas Day
6.	Canada Day	13.	Boxing Day
7.	First Monday in August		

18.9 Federal holidays are compensated via a "Daily Statutory Premium". The purpose of this premium is to allow for a more equitable distribution of holiday pay amongst Officers by means of an averaged Daily Rate as opposed to paying a special overtime rate on the day the holiday occurs and only to those Officers on board at the time.

18.10 In the event a holiday falls on a Saturday or Sunday, the following Monday or Tuesday will be observed as the holiday.

18.11 This premium shall be calculated as follows:

Ten (10) Hours per Day (First Mates)

=	6.5 Statutory Days Worked, paid at 8 hours x 1.5 Overtime Rate
+	6.5 Statutory Days Worked, paid at 2 hours x Basic Rate
+	6.5 Statutory Days Worked, paid at 8 hours x Basic Rate
	Total Annual Days Worked (365 ÷ 2 = 182.5)

Nine (9) Hours per Day (Second and Third Mates)

=	6.5 Statutory Days Worked, paid at 8 hours x 1.5 Overtime Rate
+	6.5 Statutory Days Worked, paid at 1 hours x Basic Rate
+	6.5 Statutory Days Worked, paid at 8 hours x Basic Rate
	Total Annual Days Worked (365 ÷ 2 = 182.5)

18.12 Any hours worked on a statutory holiday in excess of the hours that are included in the Earnings Per Day Worked will be paid at a rate of two and a half (2.5) times the Officer's applicable basic rate of pay.

Vessel Transfers

18.13 In the event that a permanent Officer is transferred at the request of the Company from one (1) vessel to another, the Company shall continue to pay the Officer their applicable Daily Rate (for position in at time of transfer) inclusive of benefits and pension plan contributions.

18.14 When a Temporary Relief Officer finishes an assignment on one (1) vessel and travels to another vessel to start a new relief assignment, travel expenses will be paid in accordance with the provisions of this Agreement. If there are delays in excess of forty-eight (48) hours then the Company will determine if the Temporary Relief Officer will be sent home or if they will wait to join the vessel.

(a) If the Officer is sent home, no wages will be paid.

(b) If the Officer waits to join the vessel, then they will be paid eight (8) hours at their basic hourly rate of pay until such time they join the vessel.

18.15 Travel costs will be paid in accordance with the provisions of this Agreement.

The rates effective from June 1, 2023 are:

Position	Basic Hourly	Base Pay Rate	Guaranteed Overtime	Daily Statutory Premium	Officer Allowance	Earnings Per Day Worked	VACATION PAY					
							4%	5%	7%	9%	11%	13%
1st Mate	\$ 47.14	\$ 457.26	\$ 155.56	\$ 36.94	\$ 87.88	\$ 737.64	\$ 767.15	\$ 774.52	\$ 789.27	\$ 804.03	\$ 818.78	\$ 833.53
2nd Mate	\$ 42.85	\$ 415.65	\$ 72.85	\$ 32.05	\$ 38.66	\$ 559.21	\$ 581.58	\$ 587.17	\$ 598.35	\$ 609.54	\$ 620.72	\$ 631.91
3rd Mate	\$ 41.64	\$ 403.91	\$ 70.79	\$ 31.14	\$ 29.66	\$ 535.50	\$ 556.92	\$ 562.27	\$ 572.98	\$ 583.69	\$ 594.40	\$ 605.11

\*Retro Calculated on Base Rate to June 1, 2023. Officer's Allowance effective upon ratification

## ARTICLE 19 – PILOTAGE PROFICIENCY

19.1 The parties agree that pilotage of Company vessels in the Great Lakes and St. Lawrence Seaway, specifically in those waterways under the jurisdiction of the Great Lakes Pilotage Authority (GLPA), is important for the continued viability of the business. It is understood that training provided to Officers for the purposes of achieving district pilotage certification(s), as issued by the GLPA, is a significant investment on the part of the Company. Recognizing the value of pilotage certification, the Company has agreed to provide the following monetary incentives, in addition to the established proficiency pay.

(a) Eligible PM1 Districts include: District 3, District 2, Lake Ontario, Cornwall, and District 1.

19.2 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, the Officer shall receive, in addition to the applicable rate at the time the work is performed, a sum of one thousand dollars (\$1,000).

19.3 Piloting Officers (PM1 certificate holders) who are scheduled by the Master to pilot the waterways as defined below shall receive the following:

	Half of transit or more	Less than Half of transit
Detroit & St. Clair Rivers	\$250.00	\$100.00
St. Mary's River	\$250.00	\$100.00

The Master will endeavor to distribute pilotage opportunities equitably in the event there are multiple certificate holders on board.

19.4 A piloting Officer will receive a minimum of five thousand dollars (\$5,000.00) in proficiency pay for each full season worked. If a piloting Officer does not pilot enough trips to earn the five thousand-



dollar (\$5,000.00) minimum amount, the Company will make a payment for the difference on an annual basis, by March 31<sup>st</sup>.

- 19.5 A piloting First Mate who holds certification in all five (5) districts, those noted in 19.1 (a) will instead receive a minimum of six thousand five hundred dollars (\$6,500) in proficiency pay for each full year worked.

This compensation is dependent upon:

- (a) An Officer shall submit their regular trip reports and documents to the Company's Fleet Personnel Department for the purpose of maintaining their certification in good standing, as required by the GLPA.
  - (b) The above (a) applies to submissions of the required trip reports for all GLPA districts.
  - (c) A piloting Officer is defined as holding certifications in a minimum of two (2) GLPA Districts, those being Cornwall and District 1.
- 19.6 It shall be the right of any Officer to refuse to apply for a pilotage certificate for any district or part of a district, within the jurisdiction of the Laurentian (LPA) and Atlantic Pilotage Authorities (APA), where compulsory pilotage is required by law and for so long as the same continues to be so required for vessels of Canadian Registry.
- (a) This language is not applicable to waters under the jurisdiction of the GLPA.
  - (b) Any such refusal shall not subject an Officer, directly or indirectly to any penalty whatsoever.
- 19.7 Permanent Officers employed at the time of contract ratification are strongly encouraged to obtain their pilotage certification to qualify for the monetary incentives within this Article, and make reasonable efforts towards earning and/or maintaining pilotage credentials.
- (a) Any permanent Officer hired after contract ratification will be enrolled in the GLPA PM1 certification process, and will be required to make the effort to earn and maintain pilotage certification.
  - (b) Officers who have reasonably endeavored to earn pilotage certification, but are unable to do so, shall not subject an Officer, directly or indirectly to any penalty whatsoever.
- 19.8 Any Navigation Officer who works on their scheduled time off (leave) for the purpose of obtaining pilotage trips for new certification or maintenance of current certification shall be compensated at their Earnings Per Day Rate for each day. Approval for and coordination of said trips shall be made through the Company's Fleet Personnel Department, in writing (email). Placement may be on any vessel in the Company's various fleets, and/or on a combination of vessels, should the latter prove beneficial for the timely accumulation of trips and the Officer's development of pilotage knowledge.
- 19.9 In the event an Officer, through no fault of their own, be considered at risk for losing their pilotage certification due to insufficient trips in any GLPA district, the Company will endeavor to identify additional opportunities for the Officer to secure the requisite trips so that certification is not suspended or revoked.

ARTICLE 20 – VACATION PAY

20.1 Officers shall receive vacation pay semi-monthly equal to a percentage of their gross earnings. For the purposes of this Article, a year of service commences from permanent hire to anniversary date. In accordance with the terms set out in the table below, the specified percentages shall change effective one (1) day after the Officer’s anniversary date.

Years of Service	Percentage Eligibility
Less than 1	4.00%
1 up to 5	5.00%
5 up to 10	7.00%
10 up to 15	9.00%
15 up to 20	11.00%
20 or more	13.00%

20.2 Vacation pay is accumulated during the Officer’s work period and paid according to the Officer’s leave schedule. Vacation pay is dispersed, pursuant to the above, on each pay.

20.3 The right of an Officer to receive vacation pay shall not be affected in any way where such Officer is absent from their employment on an authorized leave of absence or for reasons satisfactory to the Company.

20.4 Unlicensed personnel promoted to a permanent position as an Officer, shall retain their Company seniority for vacation pay purposes only.

ARTICLE 21 – LEAVES OF ABSENCE

21.1 This Article outlines the various types of leaves of absences available to permanent Officers. There shall be no loss of seniority should an Officer take a leave of absence, provided it is executed according to the terms outlined below.

21.2 Maternity and Parental Leave

Officers will be entitled to maternity leave and/or parental leave in accordance with the provisions of the applicable regulations.

21.3 Bereavement Leave:

Any Officer holding seniority that is working on board, or scheduled to be on board, will be granted paid bereavement leave. Officers will be paid eight (8) hours per day, at their basic hourly rate of pay, for each day they would have otherwise been working, according to the following:

Spouse, Common Law Partner, Children	17 Days
Parents, Parents-in-Law, Siblings, Grandparents, Grandchildren	10 Days

(a) In all cases above, the Company will pay transportation costs from the vessel to the Officer’s home under these circumstances.

(b) Officers are reminded that Bereavement Leave is an employment benefit, and shall not be abused.

- (c) Providing a suitable replacement is available, an Officer may be granted additional leave, without pay, to attend to estate or family matters related to the bereavement.
- (d) Leave related to bereavement must be supported by documentation to the Company's Fleet Personnel Department, otherwise the Officer forfeits their right to pay under this provision.

21.4 Compassionate Leave:

Officers will be entitled to reasonable leave of absence, without pay, in the event of either illness or injury to themselves or a member of their immediate family in accordance with the provisions of the applicable regulations.

21.5 Paid Sick Leave (medical leave with pay):

Officers shall be entitled to sick leave in accordance with the provisions of the applicable regulation(s).

- (a) If an Officer is on board a vessel and they are sick and not able to work, shall continue to be paid at their applicable Daily Rate.
  - (i) These paid days will count toward their allowed sick day entitlement.
  - (ii) If an Officer working on board a vessel and they exceed the maximum allowed sick days, they shall continue to be paid at their applicable Daily Rate.
- (b) Officers not on board, but are scheduled to return to work on a specified date and are not able to return for any of the reasons covered by the legislation, will be paid eight (8) hours per day, at their basic hourly rate of pay, for each day they would have otherwise been working.
- (c) An Officer is not eligible to take Sick Leave for any day the Company does not schedule or expect an Officer to be available for work.
- (d) Officers requesting payment under this leave must provide written notice to the Company's Fleet Personnel Department and shall provide as much notice as possible.
- (e) The Company shall require an Officer to provide a medical certificate from a health care practitioner if the Officers takes five (5) or more consecutive days of medical leave.

21.6 Childcare:

Officers will be entitled to childcare leave in accordance with the provisions of the applicable regulations.

21.7 U.S. Entry:

Permanent Officers who are denied entry into the United States shall be granted up to an eighteen (18) month leave of absence in order to obtain a waiver or clearance to enter the country.

21.8 Marine Medical:

Permanent Officers who are unable to obtain a Transport Canada Marine Medical shall be granted up to a twelve (12) month leave of absence in order to obtain one, provided the Company is satisfied that the Officer is actively engaged in trying to do so.

21.9 Educational Leave:

The Company shall assist in providing adequate time off, without pay, for Officers wishing to attend school to either maintain their present qualifications or upgrade their certifications, when mutually agreed and in the best interest of the Company.

21.10 Personal Leave:

(a) Permanent Officers with four (4) or more years of seniority may be granted a Leave of Absence without pay for a period of up to one (1) year without pay, without benefits, and without loss of seniority on a one (1) time only basis providing a suitable relief is available. Approval of such leave shall not be unreasonably withheld.

(b) For Officers with ten (10) or more years seniority, a leave of up to one (1) year shall be granted on a one (1) time only basis providing a suitable relief is available. For Officers already granted a leave under (a) above, only upon completion of at least three (3) successive years of service from the employee's first leave. Approval of such leave shall not be unreasonably withheld.

21.11 With the exceptions of Bereavement, Compassionate Care and Sick Leave, a minimum of seven (7) days notice, in writing, must be given to the Company's Fleet Personnel Department by an Officer intending to take leave. However, having regard to the need of the Company to be able to continue to operate its vessels with sufficient qualified Officers at all times, the right to begin a period of leave is conditional upon the approval of the Company. Such approval shall not be unreasonably withheld.

21.12 An Officer returning from any type of leave of absence will notify the Company's Fleet Personnel Department at least seventy-two (72) hours in advance of the time they are ready to return to the vessel.

21.13 Guild Business:

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.

21.14 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) calendar days notice to the Company and if satisfactory replacement is secured, the Company shall, for this purpose, grant leave of absence without pay to the Officer. When the Guild reports to the Company that the Officer is ready to return to work after completing the Guild business, they shall be entitled to return to their vessel at the earliest convenient date.

21.15 Company Business:

(a) Where, for any reason, an Officer is required to be absent from employment in order to attend Company business and, without limiting the generality of the foregoing, where an Officer is required by the Company to attend at:

- (i) any inquiry concerning the Company or its vessels at any inquiry pursuant to the *Canada Shipping Act* or any other statute,
  - (ii) any court hearing,
  - (iii) any hearing before a Labour Relations Board, a Conciliation Board or any administrative tribunal.
  - (iv) Any Company meeting or training the Officer is required to attend.
- (b) In the event an Officer is working on board a vessel, then they shall be paid their Daily Rate, including Family Security Plan and Pension Plan, for the days attending meetings.
  - (c) In the event an Officer is not working on board a vessel, then they shall be paid eight (8) hours, including Family Security Plan and Pension Plan, for each day attending meetings.
  - (d) The Company will cover travel expenses as outlined in this Agreement.
- 21.16 An Officer shall be granted a leave of absence of up to twelve (12) months, to accept a shore-based position with the Company, provided the Company submits such requests in writing.
- (a) The Company shall inform the Guild of the expected duration of the leave when an Officer is granted a leave of absence under this provision.
  - (b) During the period of Company leave, the Officer shall continue to have Guild dues deducted from their pay, will continue to accrue seniority and will continue to participate in the Guild's Family Security Plan and Guild Retirement Security Plan.
- 21.17 Under no circumstances will an Officer be granted any leave of absence to obtain alternate employment. It is understood there may be circumstances where an Officer may require a leave of absence, and while on leave may find it necessary to earn income. In such circumstances, employment prospects must be discussed first with the Company to ensure no conflict exists. Furthermore, leaves will not be granted or will be revoked if an Officer accepts employment with a competitor in the marine industry.

## ARTICLE 22 – SHORE LEAVE

- 22.1 With the prior approval of the Master or Chief Engineer, which shall not be unreasonably withheld, an Officer may, while the vessel is in port or transiting through the seaway, make arrangements with other Officers to exchange watches thereby enabling the Officer to go ashore. There shall be no additional cost to the Company as a result of any such exchange of watches.
- 22.2 The Company assumes no responsibility for securing access to or through property owned or controlled by others, but the Company agreed to cooperate and assist, where possible, in securing such access upon request from the Officer.
- 22.3 Compliance with governing regulations, including safe manning and the provision for adequate work/rest hours for all Officers involved shall always take precedent.
- 22.4 Should an Officer fail to report for duty as scheduled, the Officer who was to be relieved must remain on duty until a substitute is secured.

- 22.5 The Company agrees to post notice of the expected date and sailing time. In the event an Officer misses a vessel, the following terms shall apply:
- (a) Vessel Sails Before Posted Sailing Time - the Officer will notify the Master by telephone within two (2) hours of the original posted sailing time, and if the Officer joins the vessel at the first point where it can be boarded, the Officer will be reinstated and reimbursed their transportation costs to the vessel. Under this circumstance, the Officer shall not be penalized.
  - (b) Circumstances Beyond an Officers Control - the Officer will be reinstated provided the Officer promptly notifies the Master or the Company's Fleet Personnel Department of their intention to rejoin the vessel, and rejoins the vessel at the first point where it can be boarded. All transportation costs to be borne by the Officer.
  - (c) Circumstances Within an Officers Control - will be investigated and would normally result in discipline.

#### ARTICLE 23 – FAMILY SECURITY PLAN

- 23.1 The Company agrees to pay the required premiums in order to maintain the benefit entitlements in effect for all permanent full-time Officers holding seniority (Permanent Officer). Without in any way restricting the generality of the foregoing, these shall include a medical plan and group life insurance.
- 23.2 Permanent Officers who work a minimum of one hundred and eighty (180) days between March 1<sup>st</sup> and February 28<sup>th</sup> of the following year or who work their scheduled days in accordance with their leave system rotation in a season, will have their benefits continued through the winter lay-up period until March 31<sup>st</sup> of the following calendar year.
- 23.3 Permanent full-time Officers who are laid-off during the calendar year and who do not work a minimum of one hundred and eighty (180) days between March 1<sup>st</sup> and February 28<sup>th</sup> of the following year, or who do not work their scheduled days in accordance with their leave system rotation in a season, shall have their benefits continue to the end of the month following the month of the date of layoff.
- 23.4 Layoff date for Officers, on the Paid Leave System, will be the date their Leave Earning Balance is depleted.
- 23.5 For Temporary Relief Officers, the Company agrees to make the required contributions on the Officer's behalf such that the Temporary Relief Officer will have a full day of benefit coverage for each full day, or part thereof, the Officer works. This rate will be confirmed with the Family Security Plan Administrator following each annual renewal. Premiums shall not be prorated.
- 23.6 A Temporary Relief Officer who works a minimum of one hundred and eighty (180) days for the Company between March 1<sup>st</sup> and February 28<sup>th</sup> of the following year and who does not have enough money in their benefit day bank to maintain benefits through the winter will have their benefits topped up through to March 31<sup>st</sup> of the following year.
- 23.7 For Temporary Relief Officers the Company agrees to send the aggregate of the contributions to the Family Security Plan administrator, on or before the 15<sup>th</sup> of the following month. The contributions shall be accompanied by a list showing each Temporary Relief Officer's name and number of days for which the contributions are being made.

- 23.8 During the term of this Agreement, the Company and the Guild may review and possibly implement an alternative approach to administering relief Officer benefits. Changes can only be made by agreement between both the Company and the Guild.
- 23.9 The Company agrees to continue Family Security Plan contributions when an Officer is off work as a result of compensable disability or illness. The Company will continue to remit contributions for up to a period of one (1) month from the first date of absence while that Officer applies for disability coverage. After this, contributions will only be paid during any period the Officer is off work as a result of a compensable disability or illness up to a period of twenty-four (24) months for the same compensable disability or illness when proof of compensability is provided.
- 23.10 If an Officer is on an approved leave covered under the Canada Labour Code (the Code) and during such leave, the Code entitles the Officer to benefit coverage, the Company will continue Family Security Plan coverage in accordance with the provisions specified in the Code.
- 23.11 The remittance for Permanent Officers will be adjusted annually in accordance with any premium changes that are required by the Family Security Plan Administrator to maintain benefit coverage levels.
- 23.12 Changes to the plan will only be made with the approval of both the Company and the Guild or by the Guild Family Security Board of Trustees.
- 23.13 The Company is represented on the Board of Trustees for the Guild Family Security Plan Trust Fund by Algoma Central Corporation, with a single seat, representing all its fleets covered under Guild Agreements.
- 23.14 The Company and the Guild agree to determine the process for premium payments for Officers and the parties have the right to utilize different benefit providers providing that the same benefit coverage is provided to the Officers.
- 23.15 When an Officer is promoted to Training Captain, recognized to be positions outside of the scope of this Agreement, the Officer will have the option to maintain benefits from the Guild benefit plan until such time the Officer is:
- (a) hired into the position of Captain, and
  - (b) the Guild is notified, in writing, of the change.

#### ARTICLE 24 – PENSION PLAN

- 24.1 All Officers shall, as a condition of employment, enroll and maintain membership in the CMSG Retirement Security Plan.
- 24.2 The Company shall contribute to the Pension Plan, on behalf of each Officer and separate from their regular pay:
- (a) Eight percent (8.0%) of the Officer's Basic Hourly Wage Rate for hours worked according to their position specific guaranteed hours, over and above any contributions to the Federal or Provincial Plan, and
  - (b) Eight percent (8.0%) of the Officer's Responsibility Allowance.

- 24.3 Each Officer shall contribute an amount equal to the remitted amount by the Company. As such, each Officer shall have deducted from their pay by the Company, the amount of eight percent (8.0%) of the Officer's Responsibility Allowance and Basic Hourly Wage Rate for hours worked according to their position specific guaranteed hours, over and above any contribution to the Federal or Provincial Plan.
- 24.4 The pension contributions, as outlined above, shall be remitted to the Trustees of the CMSG Pension Plan by the 15<sup>th</sup> of the following month.
- 24.5 The Company shall maintain the payment of its contribution in effect as of this date to the Canada and the Quebec Pension Plans for each Officer who so adheres to the Pension Plan.
- 24.6 The payment of the foregoing is over and above the amount of contribution provided for as participation to the CMSG Pension Plan.
- 24.7 Pension contributions are deducted and remitted when earnings are paid out to Officers.
- (a) For Officers on the Paid Leave System, pension contributions shall be calculated in accordance with the above but contributed on the earnings as they are paid out from the Leave Earnings Balance. This means an Officer will have pension contributions remitted when working and when on leave based on the wages paid out from their Leave Earnings Balance.
- (b) For all other Officers, since earnings are not deferred and paid within each respective pay period, the pension contributions are also remitted based on the full earnings that are earned during the respective pay period. This means Officers will only have pension contributions remitted for the period they are working and not for the period they are on leave.
- 24.8 The *Canada Labour Code* (the Code) provides federally regulated employees with specific unpaid and paid leaves. If the Code entitles an Officer to continuation of pension contributions during such leave periods and the Officer continues to make their contributions as outlined in this Article, the Company shall also remit its contributions as outlined in this Article in the same proportion as if the Officer were not absent.
- (a) The Officer is responsible to notify the Company, in writing, of their intention to continue their pension contributions during the approved leave of absence.
- (b) The Officer must remit, to the Company, their employee contribution. The Company will, in turn, remit both the employee (Officer) and Company portion to the CMSG Pension Plan.
- (i) Payments to the Company can be by personal cheque, or e-transfer.
- 24.9 When an Officer is promoted to Training Master, recognized to be a position outside the scope of this Agreement, the Officer will have the option to maintain contribution to the CMSG Pension Plan until such time the Officer is:
- (a) Hired into the position of Captain, and
- (b) The Guild is notified, in writing, of the change.
- 24.10 The Company is represented on the Board of Trustees for the CMSG Pension Trust Fund by Algoma Central Corporation, with a single seat, representing all its fleets covered under Guild Agreements.



- 24.11 The parties recognize that in order to be compliant with applicable regulations, pension contributions cannot be remitted to a pension plan following the year in which an Officer turns age seventy-one (71).
- (a) The Company agrees to compensate those Officers who according to regulatory restrictions cannot have pension contributions remitted on their behalf provided the alternative does not result in an added cost to the Company. The compensation will be paid as follows:
  - (b) The Company will pay to the affected Officer the percentage normally remitted by the Company as the pension contribution as income, less applicable statutory deductions and less the additional cost to the Company as a result of the payment being made as income rather than a pension contribution i.e. Employment Insurance, Employer Health Tax, etc.
  - (c) For Officers who according to regulations cannot have pension contributions remitted on their behalf following the year in which they turn age seventy-one (71), the employee pension contribution previously deducted and remitted to the pension plan provider will no longer be deducted from the Officers' pay;
  - (d) This Agreement is intended to govern the ongoing practice regarding the treatment of pension contributions for Officers following the year in which they turn age seventy-one (71) when the Officer is no longer eligible to contribute to, or have contributions made on their behalf to the pension plan provided for under the Agreement between the Parties.
  - (e) However, should the applicable legislation change whereby pension contributions can be remitted to an Officer following the year in which they turn age seventy-one (71) the practice will revert to that as prescribed in the relevant Articles in the Agreement between the Parties provided it does not violate any regulatory statute.

#### ARTICLE 25 – LEGAL SERVICES FUND

- 25.1 Legal Defense Insurance for Officers covered by this Agreement shall be provided in the following manner:
- (a) The resources of the Legal Defense Insurance shall be used to provide Officers with such benefits, facilities and legal services as may be determined by the Guild.
  - (b) Effective date of ratification, the Company agrees to pay the Guild the sum of five dollars (\$5.00) per position per day.
- 25.2 The Company agrees to send the aggregate of the contributions for each month to the Guild on or before the 15<sup>th</sup> of the following month.
- (a) 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.
- 25.3 In this Article "Officer" means Officers who are members in good standing of the Guild.

#### ARTICLE 26 – SCHOOL PLAN

- 26.1 A permanent Officer or a Temporary Relief Officer, at the Company's discretion, who upgraded their current Certificate of Competency will be entitled to a payment (allowance) under this

provision. The payment is intended to help offset the costs associated with the upgrade as well as recognize the achievement of the Officer.

First Mate to Master Allowance	\$18,000.00
Watchkeeping to First Mate Allowance	\$15,000.00
Master to Master Mariner Allowance	\$5,000.00

- (a) Officers shall submit a copy of the upgrade certificate to the Company's Fleet Personnel Department following its attainment.
- (b) Officers will then be entitled to the payment after remaining with the Company for a period of sixty (60) working days.
- (c) Officers are not entitled to certificate premiums that are by-passed when successfully acquiring their higher certification (upgrading).
- (d) Should an Officer refuse a transfer to a vessel operating on a voyage to which their certificate is applicable or refuses a promotion to the position for which the certificate is applicable within twelve (12) months of receiving such allowance, reimbursement will be made to the Company prorated over the twelve (12) month period from the date the Officer received the payment.

26.2 A permanent Officer or a Temporary Relief Officer, at the Company's discretion, who is working towards upgrading their Certificate of Competency shall be reimbursed course fees that are directly associated with the upgrade to the maximum allowances for the relevant Certificate of Competency.

- (a) The Officer must submit a request to the Company, in writing, and within the thirty (30) days of the course start date, their intent to attend the training.
- (b) If the course is attended at a training facility where the Company has direct billing set up, then the Company will arrange for the course fees to be paid directly. If the course attended at a training facility where the Company does not have direct billing set up, then reimbursement will be made to the Officer upon submission of receipt through ACE.
- (c) The Officer must submit the training certificate to the Company's Fleet Personnel Department following its attainment.
- (d) Each course reimbursed only once. If the Officer fails to successfully complete any of the courses, re-sitting fees will be the responsibility of the Officer and will not be eligible for any reimbursement.
- (e) The remaining amount of the total allowance will be paid to the Officer upon successful completion of the Certificate of Competency.

26.3 Should an Officer who has received any payment under this Article resigns or is terminated for just cause within twelve (12) months of receiving such payment, reimbursement will be made to the Company, prorated over the twelve (12) month period from the date the Officer received payment.

26.4 In the event Transport Canada changes the title of the certificate, this clause shall be amended to reflect these changes but in no event will the premiums be reduced.

- 26.5 Should an Officer be required by the Company to attend a course during any part of the year then the Company shall pay reasonable costs, supported by receipts, related to the training course. The Officer will be entitled to receive their basic hourly rate of pay and benefits while attending the course as provided by this Agreement. All Officers shall be given thirty (30) days' advance notice, if possible, of any such courses to be attended.

#### ARTICLE 27 – CLOTHING ALLOWANCE

- 27.1 Personal protective equipment (PPE) will be supplied to all personnel working on board the Company's vessels as required and must be used as per Company policies and procedures. PPE issued by the Company to Officers is to be left with the vessel.
- 27.2 The Company shall Supply:
- (a) Two (2) pairs of coveralls will be supplied by the Company to each Officer at the start of each season (fit out) and are to be replaced, when necessary, upon verification as to the condition of such coveralls. Coveralls will be available for use by Temporary Relief Officers. Temporary Relief Officers employed for periods of one (1) or more months shall be supplied with one (1) pair of coveralls. Officers shall continue to have the choice of selecting one (1) additional item from the Company's lists of available winter clothing or a floater jacket once every four (4) years.
- 27.3 All permanent Officers will be given a two hundred and fifty dollars (\$250.00) allowance towards the purchase of safety boots and work-related clothing in addition to the clothing provided for in this Article.
- (a) This allowance shall be paid to each permanent Officer once per season on December 1<sup>st</sup> of each year.
  - (b) Should a permanent Officer damage their safety boots beyond repair in the course of their duties and this is confirmed by the Master or Chief Engineer the Officer will be allowed to submit an expense for the purchase of replacement safety boots in accordance with the provisions of this Article and will be reimbursed up to a value of two hundred dollars (\$200.00).
  - (c) The wearing of safety boots is mandatory and they must be kept in good serviceable condition. Only CSA, ANSI or UL approved boots are acceptable.

#### ARTICLE 28 – MARINE DISASTERS

- 28.1 An Officer who, while employed by the Company, suffers loss of clothing or other personal effects of any kind because of fire, flood 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).
- 28.2 An Officer or their estate making a claim under this section shall submit reasonable proof to the Company of the actual loss the Officer suffered. Such proof shall be a signed affidavit, listing the individual items and value claimed.
- 28.3 Any dispute between an Officer and a Company with respect to a claim made under Article shall be subject to the grievance and arbitration procedures set forth in this Agreement.

## ARTICLE 29 – FAMILY VISITATION

- 29.1 With the prior approval of the Master, which will not be unreasonably withheld, an Officer may, only while the vessel is in port, bring their spouse and family aboard for a visit, with the exception of children under twelve (12) years of age. Immediately upon coming on board, the Officer and their family members must sign a waiver releasing the Company from all liability and while on board must observe the Company's safety policy.
- 29.2 Subject to the approval of the Company and the vessel's Master, and having adequate lifesaving apparatus on board, an Officer who has completed ninety (90) days' service, shall be allowed to have their partner onboard for up to thirty (30) days per calendar year. Only Officers who are entitled to a single accommodation are eligible. The Company, at its sole discretion, may restrict the number of partners onboard to no more than two (2) at any time. Partners will not interfere with the normal operation of the vessel.

## ARTICLE 30 – DISCIPLINE

- 30.1 Refusal of any Officer to work as directed or to obey lawful orders of their superior Officers may be grounds for discipline, up to and including termination. That notwithstanding, Officers shall not be expected to perform work that is inherently unsafe.
- 30.2 No Officer shall be disciplined or terminated, except for just cause.
- 30.3 Whenever an Officer is required to attend a meeting for the purpose of imposing discipline or conducting an investigation that could result in discipline of any Officer, the Officer shall be entitled to have a Guild representative present.
- (a) When an Officer waives their right to Guild representation for the purposes described in this Article, the Officer shall notify the Company and the Guild, in writing, prior to the meeting date. Failure of the Officer to provide said written notice shall not ordinarily be grounds to defer the meeting.
- (b) The Company shall provide reasonable notice to the Officer and the Guild of the purpose of the meeting.
- 30.4 Written notification of any disciplinary measure and the reasons for the discipline, shall be provided to the Officer, and copied to the Guild.
- 30.5 Disciplinary information placed in the personnel file of an Officer shall not be relied on for disciplinary purposes after twenty-four (24) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. Should additional discipline be incurred within the twenty-four (24) month period, the time limits for retention shall be reset to that of the most recent discipline.
- 30.6 Upon written request, an Officer is entitled to review their personnel file once per year and in the presence of a representative of the Company's Fleet Personnel Department at the Company's office.
- (a) The Officer may request to be accompanied by a Guild representative.
- (b) As practicable, the Officer's file will be available for examination within five (5) business days after receipt by the Company of the written request.

## ARTICLE 31 – GRIEVANCE PROCEDURE

- 31.1 The Guild and the Company agree that Officers should seek to resolve, without Undue delay, complaints on board the vessel. That notwithstanding, nothing shall preclude an Officer from escalating the complaint to the Company’s Fleet Personnel Department or Guild, or to formalize the complaint into a grievance with the Guild.
- 31.2 Officers who file complaints or grievances are expected to be prompt, precise and truthful. Deliberately making a false accusation is strictly prohibited.
- 31.3 Reprisal against Officers for filing a complaint or grievance, or for escalating a matter, when necessary, above the shipboard management, is strictly prohibited.
- 31.4 In the event a complaint arises 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 complaint 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 matter in the following manner:

### Step One:

- (a) An Officer who believes they have a complaint must discuss that complaint with the Master, Chief Engineer, or appropriate Company representative within ten (10) calendar days of the Officer’s awareness of the alleged occurrence.
- (b) If a satisfactory solution cannot be achieved within a period not exceeding ten (10) calendar days from the date the alleged complaint as brought to the Company’s attention, the Officer, must submit their complaint, in writing, to the Guild within ten (10) calendar days of the Company’s response.

### Step Two:

- (c) The Guild, upon receiving the written complaint from the Officer, shall confer or meet with a Company representative within seven (7) calendar days to try and resolve the matter.
- (d) If a satisfactory solution cannot be achieved within a period not exceeding seven (7) days from the date the Guild conferred or met with the Company representative, the Guild shall formalize the complaint into a grievance and submit it to the Company representative within seven (7) calendar days.

### Step Three:

- (e) The parties shall meet or confer within ten (10) calendar days from the date the grievance is presented to the Company, in order to discuss the grievance, and, if possible, achieve a resolution.
- (f) The Company representative shall render their decision, in writing, within ten (10) calendar days of said meeting or discussion.
- (g) If no settlement is reached within the timelines indicated in (e) above, either party must indicate its intention to proceed to arbitration by notifying the other party by email or registered mail within ten (10) calendar days of receipt of the written decision.

- 31.5 Notwithstanding any other provisions of the Agreement, if the Company representative or Guild representative fails or refuses to comply with any step or condition of the Grievance Procedure, either party may submit the grievance at once to arbitration.
- 31.6 If there is a grievance which is the same for a number of Officers of the Company, such a grievance shall be presented directly to a representative of the Company. If no resolution can be reached, 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.
- 31.7 The time limits outlined in this Article may be extended by mutual consent, in writing.

## ARTICLE 32 – ARBITRATION

- 32.1 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 the Grievance Procedure Article the difference may be submitted to arbitration pursuant to the terms of this section.
- 32.2 An arbitrator shall be jointly selected by the Guild and the Company.
- (a) This selection shall be made within a reasonable period, however no later than thirty (30) days after the notice of intent to proceed to arbitration has been given by either party to this Agreement.
  - (b) In the event the parties fail to agree within the said thirty (30) 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, in turn, shall select and designate the arbitrator.
  - (c) in the event the selected arbitrator is unable to serve by reason of death, incapacity or resignation, or for any other reason, their replacement shall be appointed in the same manner as is provided herein for the appointment of the first arbitrator.
  - (d) This Agreement does not provide for panel arbitration.
- 32.3 The parties agree to cooperate with the arbitrator with respect to settling a mutually agreed upon date for the hearing. The grieving party shall provide the arbitrator with a copy of the grievance and the Agreement.
- 32.4 The Company 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 the time of filing or within a reasonable period thereafter.
- 32.5 The decision of the Arbitrator shall be limited to the dispute or question contained in the statement or statements submitted to them.
- 32.6 The decision of the Arbitrator shall not change, add to, vary or disregard any conditions of this Agreement.
- 32.7 The decision of the Arbitrator shall be final and binding upon the Company, the Guild and all persons concerned.

32.8 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 (2) parties in the proportion appropriate to the share of the responsibility that each side had in the production of the grievance.

32.9 The time limits outlined in this Article may be extended by mutual consent, in writing.

#### ARTICLE 33 – SEVERANCE PAY

33.1 Where Officers are displaced due to automation, mechanization, or permanent reduction in the number of Offers because of sale of a vessel, decommissioning, or a layoff, recall, severance will be determined as follows:

(a) Officers with less than three (3) years seniority with the Company shall have their employment terminated and will be entitled to severance pay equal to five (5) days pay per full year of service with the Company calculated at the date of termination of employment.

(i) At the discretion of the Company, based upon operational requirements, Officers may be offered alternate employment within the Company's fleets. If the Officer is offered and accepts a permanent seniority position, then the Company shall not be obligated to pay severance

(b) Officers with at least three (3) years seniority with the Company will be laid-off and placed on a recall list pursuant to the provisions of this Agreement, with entitlement to be placed on other vessels as vacancies occur provided they are qualified to perform the available work.

(c) Should an Officer not be offered a permanent placement on another Company vessel during the time they are on the recall list, their employment will terminate and they shall be entitled to severance pay equal to five (5) days pay per full year of service with the Company calculated at the date of layoff.

33.2 Officers that may be laid-off under the provisions of this Article, will have the first right of refusal for vacancies that they are qualified for on Guild represented vessels operated by Algoma Central Corporation (including the domestic tanker and cement vessels). Selection of these Officers will be based on qualifications and seniority. If qualifications are equal, then seniority will be the governing factor.

33.3 If an Officer who has been laid-off from under the provisions of this and accepts a permanent position on a vessel operation by Algoma Central Corporation, that Officer will be deemed to be recalled under the provisions of this Article, and as such, the Company shall not be obligated to pay severance.

#### ARTICLE 34 – LAUNCH SERVICE

34.1 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 their 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.

#### ARTICLE 35 – SUCCESSOR RIGHTS AND OBLIGATIONS

- 35.1 The Company agrees not to lease or charter any vessel which it has sold and which was previously manned by Officers subject to the present 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 Agreement, or
  - (b) the vessel is leased or chartered without Officers, or
  - (c) the parties agree to otherwise.

#### ARTICLE 36 – COLLECTIVE BARGAINING

- 36.1 The Company and the Guild recognize the importance of participation by Officers in the collective bargaining process, and as such, both parties agree to facilitate that practice through the terms set out in this Article.
- 36.2 As practicable, negotiations will be scheduled at a time convenient for Officers with respect to their work schedules.
- (a) Should an Officer be onboard during negotiations, the Company will endeavor to provide time off provided there is no disruption to the safe operation of the vessel.
- 36.3 The Company agrees to recognize up to four (4) permanent Officers, not more than one (1) of which shall come from any one (1) bargaining unit (Collective Agreement).
- 36.4 For days attending negotiations, Officers will be paid eight (8) hours at their basic rate of pay, inclusive of Family Security Plan and Pension Plan contributions, by the Company, up to conciliation proceedings.
- 36.5 No ill will or discrimination shall be shown against any Officer attending negotiations.

#### ARTICLE 37 – RETROACTIVITY

- 37.1 Retroactivity, if required, will be paid on wages, including overtime, pension contributions, Legal Services Fund, and vacation pay.

#### ARTICLE 38 – DURATION OF AGREEMENT

- 38.1 This Agreement shall remain in force from June 1<sup>st</sup>, 2023 to May 31<sup>st</sup>, 2027 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>, 2027.
- 38.2 In the event neither party gives notice to reopen ninety (90) days prior to May 31<sup>st</sup>, 2027 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.

This Agreement shall remain in force until a new Agreement is ratified.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on February 6, 2024.

Original signed by:

ALGOMA CENTRAL CORPORATION

\* As originally signed

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**Brooke Cameron**  
Director, Fleet Personnel

Original signed by:

CANADIAN MERCHANT SERVICE GUILD

\* As originally signed

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**Stew Bower**  
Labour Relations Officer

\* As originally signed

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**Dave Rosborough**  
Labour Relations Officer

## LETTER OF UNDERSTANDING #1 - INTERMINGLING

Between  
Algoma Central Corporation (the "ACC")  
and  
Algoma Great Lakes Shipping Inc. (the "AGLSI")  
(together known as "the Company")  
and  
Canadian Merchant Service Guild (the "Guild")

This Letter of Understanding (LOU) is attached to the Collective Agreement and has been amended by the Guild and the Company, and attached to this Collective Agreement for ratification.

### Background

It is recognized that both the Guild and the Company had made application to the Canada Industrial Relations Board (CIRB) for the amalgamation of bargaining units, and with that, their respective seniority lists, which was later rejected. The Guild had filed a reconsideration request and a judicial review application, which was also unsuccessful.

During the previous and current round of Collective Bargaining, the Collective Agreements between ACC and the Guild are aligned with the Collective Agreements between AGLSI and the Guild. More specifically, the Collective Agreements that apply to each bargaining unit of licensed Navigational Officers are now identical to one (1) another, and the Collective Agreements that apply to each bargaining unit of licensed marine Engineering & Electrical Officers are also identical, except as otherwise explicitly agreed to by the parties.

### Intent

The parties will honour the intent of the joint application that was positively acknowledged by the Officers during the ratification of the associated Collective Agreements and for all intents and purposes, will operate the bargaining units as if the amalgamation had been approved.

### Permanent Seniority Lists

The respective seniority lists will be officially merged (combined) effective date of ratification of the current Collective Agreements.

The Company and Guild agree that as a result of merging (combining) the seniority lists, no Officers shall be demoted if there are more Officers on a seniority list than permanent positions.

### Permanent Alternate Seniority Lists

The Company and the Guild agree that the combined Alternate Seniority Lists, one (1) Navigational Officers and one (1) Engineering & Electrical Officers, shall each be comprised of a minimum of seventeen (17) Officers.

Effective the date of signing of the current Collective Agreements, the Officers on the Alternate Seniority Lists will not be associated specifically with either AGLSI or ACC but rather be utilized to enhance the leave systems, vacation schedules, training opportunities and offered positions, relief and permanent, as they become available on either fleet.

### Family Security Plan

All new Officers hired within these bargaining units, shall be covered under Coughlin's Class 1 Division of the Canadian Merchant Service Guild East Health & Welfare Plan in accordance with the applicable terms provided for under the Collective Agreements. Benefits for all Officers will be maintained as outlined in the applicable Collective Agreement(s).

#### Negotiations

It is recognized that despite this LOU, in the absence of a recognized bargaining unit merger with the CIRB, the Collective Agreements must remain separate and the Guild will hold separate ratification votes when renewing the Collective Agreements.

Despite this separation, the parties will make a concerted effort to preserve the applicable bargaining unit Collective Agreements as equal to one (1) another and will approach bargaining with that intent by having combined negotiating committees, one (1) Company and one (1) Guild Committee that will be tasked with negotiating the Navigational Officers and the Engineering & Electrical Officer Collective Agreements under the same provisions.