

**Proposed  
Collective Agreement**

**Between**



**Algoma Central Marine**

**and**



**SEAFARERS' INTERNATIONAL UNION  
OF CANADA**

**Effective June 1, 2006 – May 31, 2011**

13285(02)



**SEAFARERS'  
INTERNATIONAL UNION  
OF CANADA**

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**ALGOMA CENTRAL MARINE**

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

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

## 1. GENERAL PURPOSE OF THIS AGREEMENT

- (a) The general purpose of this Agreement is, in the mutual interest of the Company and its unlicensed employees, to provide for the most reasonable operation of the Company's ships under methods which will further, to the fullest extent possible, the safety and welfare of the said employees and economy of operation. It is recognized by this Agreement to be the duty of the Union, the Company and said employees, to cooperate fully, individually and collectively, for the advancement of these conditions.
- (b) A Labour Management Committee shall be established consisting of the following:
  - One (1) Union Representative;
  - and
  - One (1) Management Representative.The purpose of the Labour Management Committee shall be to discuss and resolve matters of mutual interest and grievances prior to referring them to arbitration.  
  
Committee meetings shall be held no less than once every eight (8) weeks.  
  
Each of the parties shall submit to the other an agenda of matters to be discussed at least fourteen (14) days prior to the meeting day.
- (c) An Occupational Health and Safety Labour-Management Committee having at least one S.I.U. of Canada representative on it is established to promote safe and healthy working conditions for persons employed in the Great Lakes shipping industry. It will not deal with matters such as operational safety or public safety.

## 2. RECOGNITION AND MANAGEMENT RIGHTS

- (a) The Company recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for the unlicensed personnel employed on the Company's ships, which unlicensed personnel are hereinafter referred to as "employees" which word shall include the singular as well as the masculine and feminine.
- (b) The Union agrees that the Captain, Chief Engineer, or designated Management representative have the exclusive right to hire, suspend, or discharge employees for cause, direct the crew, determine qualifications, promote or lay-off employees.
- c) Probationary Employees
  - 1. An Employee (other than a relief employee, job sharer or temporary employee as defined below) shall be considered to be a probationary employee until he/she has been employed by the Company in the bargaining unit for a period of ninety (90) days working on a vessel. During the period of probation, the employee's suitability for employment will be assessed by the Company.
  - 2. At any time during the period of probation, an employee may be released by the Company if the Company judges the employee unsuitable for employment. In the event a probationary employee grieves his/her release, the Company shall be required to show that it acted reasonably in judging the employee unsuitable for employment with the Company.
  - 3. Relief employees, job sharers and temporary employees are not considered employees on probation and may be released at any time.

4. "PermanentEmployee" shall mean an employee who has completed the probationary period such as defined in 2. c) 1, and whose name is registered **as per** his/her seniority, according to the provisions of Article 9.
  5. "Permanentrelief" - is any crewmember who is employed to relieve three (3) other permanent employees consecutively. He has the right to go on regular scheduled time off and return after same to continue on further time **off** rotations. Permanent reliefs and single rating positions described hereafter shall be considered **as** permanent employees and shall accumulate seniority and be eligible for recall. These positions **are** Electrician, Head Tunnelman, Able Seaman and Mechanical Assistant assigned to self-unloaders.
  6. "Relief Employee" shall mean any employee who is hired to replace a permanent crew member who is temporarily absent from the vessel for reasons other than scheduled time off;
  7. "Probationary Employee" shall mean an employee hired for the purpose of filling a permanent position and who has not completed the probationary period **as** defined in 2 c) 1.
  8. "Temporary Employee" shall mean an employee hired on a temporary basis to fill the operational needs of a vessel. Upon completion of the assignment this employee shall be laid off and shall not be eligible for recall.
  9. "Job Sharer" is any crewmember who is employed to relieve three (3) or fewer permanent employees consecutively. Upon completion of the relief **work** this employee shall be laid off and shall not be eligible for recall.
- (d) Discipline shall be governed by the principles and procedures laid out in the Disciplinary Code as agreed **to** by the Company and the Union.

### 3. **CLAUSE PARAMOUNT**

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

### 4. **GOVERNMENT LAWS AND REGULATIONS**

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

### 5. **MAINTENANCE OF MEMBERSHIP AND EMPLOYMENT**

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

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

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

- (e) The Union shall indemnify the Company and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Company for the purpose of complying with the foregoing provisions of this Article or in compliance with any notice which shall have been furnished to the Company under any of such provisions.
- (f) The Company agrees that during the period this Agreement is in effect, all personnel to be hired shall be requested through the offices of the Union closest to the location of the vessel for which the request is made. In addition, for security clearance, the Union shall supply the name of the employee to be dispatched and any relevant information required by U.S. Authorities as soon as such name is determined to the person having made such a request.
- (g) The Union agrees that its dispatch facilities shall be available as follows:
1. The Union Dispatch Halls shall be open Monday through Friday from 09:00 hrs. to 17:00 hrs.
  2. Shipping shall be conducted at all ports in accordance with the above stated hours, Monday through Friday.
  3. Telephone numbers of Union officials in each port shall be furnished to the Company in case of emergency call for employment.
  4. Outside the hours of 09:00 hrs. to 17:00 hrs. the Union Hall shall have an answering service available for incoming calls which are received.
  5. The Union Dispatch facilities shall be closed on all statutory holidays specified in Article 12 herein and on all other Federal and/or applicable Provincial statutory holidays. Where such statutory holidays fall on a Saturday or Sunday, the Union Dispatch Halls shall be closed on the following Monday or on the next juridical day should the following Monday be a statutory holiday.
- (h) The Union agrees to cooperate fully with the ships' officers and management of the Company in obtaining qualified, reliable employees to fill vacancies as they occur. When employees are requested, the Union agrees that the Company's requirements will be filled as quickly as possible.
- (i) When presenting themselves for employment, members shall remit a Union dispatch slip, discharge book, and a valid passport to the Captain or designated ship's officer. Members who are refused for employment must be furnished with a detailed valid reason for such refusal in writing by the Company within three (3) business days. If the member is not accepted by the Company as a result of or because of an error committed by the Company in placing a call for a replacement, the said member shall be reimbursed any and all reasonable transportation costs to and from the vessel, living expenses supported by receipts and shall receive one day's basic pay.
- All employees are required 24 hours in advance of joining a vessel to verify the vessel's ETA at the point of embarkation with the Master.
- If the ship is delayed and any employee must stay overnight waiting for the vessel the Company shall pay reasonable living expenses supported by receipts until the arrival of the vessel or until the call is cancelled.
- Should the vessel be delayed more than one full day after the ETA given by the Master, the Company will pay basic wages after the first stand-by day. The employee must supply the crewing department with his location and contact number.
- (j) The right of any employee to employment with the Company shall be conditional upon the employee being medically fit to perform his duties and in possession of a valid Medical Fitness Card. The Company may, at any time, cause the employee to be medically examined at the Company's expense. Renewal periods of the medical card shall be the same period as that established by Transport Canada.
- (k) Refusal of any employee to work as directed or to obey lawful orders of his superior officers shall be grounds for discharge. Any employee who leaves a vessel without being properly relieved shall forfeit his or her job with the Company.

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

1. Where an employee terminates his employment with the Company, he shall provide an officer with a minimum of forty-eight (48) hours written notice. Such notice shall be in writing and in duplicate so that the employee can retain a signed copy from the officer. The officer shall immediately thereafter request the Union to supply the required personnel.

If the Union is unable to dispatch the replacement personnel within fortyeight (48) hours, the Company may hire replacement personnel from any other source available on a temporary basis only. Should this occur, the Captain upon hiring temporary personnel shall immediately notify the nearest Union office so that the replacement personnel hired by the Company will be replaced by a Union member as soon as possible.

2. When, as indicated above, the officer does not provide the Union with a minimum of forty-eight (48) hours notice for replacement personnel, the Union shall in any event endeavour to dispatch the requested personnel within the time limits required by the Company. However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel on a temporary basis only. Should this occur, the Captain upon hiring temporary personnel shall immediately notify the nearest Union office so that the replacement personnel hired by the Company will be replaced by a Union member as soon as possible.

3. Where an employee terminates his employment without giving forty-eight (48) hours written notice to an officer, an officer shall notify the nearest Union hall immediately with the request for replacement personnel. However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel on a temporary basis only. Should this occur, the Captain upon hiring temporary personnel shall immediately notify the nearest Union office so that the replacement personnel hired by the Company will be replaced by a Union member as soon as possible.

4. Where an employee is discharged for cause, an officer shall notify the nearest Union hall immediately with the request for replacement personnel. However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel on a temporary basis only. Should this occur, the Captain upon hiring temporary personnel shall immediately notify the nearest Union office so that the replacement personnel hired by the Company will be replaced by a Union member as soon as possible.

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

(m) The forty-eight (48) hour notice shall be waived at the employee's request, where there has been a death or other emergency in the immediate family of the employee.

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

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

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

## 6. GRIEVANCE PROCEDURE

(a) An employee who is refused employment, discharged, suspended laid off or transferred from his employment has the right to file a grievance with the Company through the Union within five (5) business days of its occurrence subject to the procedure outlined herein.

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

## 7. ARBITRATION

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

- (a) The arbitration board shall consist of **one (1)** Arbitrator who shall be jointly selected by the Union and the Company. This selection shall be made **within ten (10)** business days after the request for arbitration has been made by either party to this Agreement. In the event that the parties fail **within** the said ten (10) business day period to agree upon the selection of an Arbitrator, the matter may be referred by either party to the Minister of Labour for Canada, who shall select and designate the Arbitrator.
- (b) **In** the event the arbitration board is vacated by reason of death, incapacity or resignation, or for any other reason, such vacancy shall be filled in the same manner as is provided herein for the establishment of the board in the first instance.
- (c) A statement of the dispute or question to be arbitrated shall be submitted by both parties, either jointly or separately, to the Arbitrator within fifteen (15) business days of his appointment. The arbitration board shall convene within twenty (20) business days following the appointment of the Arbitrator unless otherwise mutually agreed by the parties, and shall render its decision as **soon** thereafter as possible.
- (d) The decision of the board shall be limited to the dispute or question contained in **the** statement or statements submitted to it by the parties. **The** decision of the arbitration board shall not change, add to, vary or disregard any conditions of this Agreement.

The decisions **of** the Arbitrator which are made under the authority of this Arbitration Article shall be final and binding upon the Company, and the Union and all **persons** concerned.

- (e) The expenses, fees and **costs** of the Arbitrator shall be paid by the party to this Agreement found to be in default upon the Arbitrator's resolution of the grievance or, if the Arbitrator resolves the grievance in such a way that neither side shall be found wholly in the right, then the Arbitrator shall also establish the proper split of the expenses, fees and costs between the two parties in the proportion appropriate to the share of responsibility that each side had in the production of the grievance.

## 8. UNION OFFICERS BOARDING VESSELS

- (a) The Company agrees to issue passes to the Union's representatives for the purpose of consulting with its members aboard vessels of the Company covered by this Agreement. Representatives of the Union shall be allowed **on** board vessels at principle loading and unloading ports **as** well as in the St. Lawrence Seaway and the Welland Canal. Such representatives shall have the right to engage in negotiation with the Captain or officers in charge of the ship in respect of any dispute or grievance, but shall not have the right to interfere in any way with the operations of the vessel.
- (b) The Union shall submit to the Company the name and relevant particulars of the bona fide Union members authorized by the Union to act as its representatives provided that the Company, **upon** receiving from any representatives a waiver, in form satisfactory to the Company, of any claim for any damage resulting from any accident or injury in or about Company property, shall thereupon issue a Pass to each such representative enabling him to board the Company's ships in port for the purpose herein provided. In the event that such privilege is withdrawn from the designated Union representative, the Union will undertake to **notify** the Company to revoke **such** pass.
- (c) The Union representative shall not violate any provision of this Agreement or interfere with the Officers aboard the ship or retard the work of the vessels, subject to penalty of revocation of the Pass granted herein. Any such revocation shall be subject to the Grievance Procedure.
- (d) The Company assumes **no** responsibility for securing passes to or through property owned or controlled by others, but the Company agrees to cooperate with the Union in endeavouring to secure such passes.
- (e) **The** Company grants to the Union the use of the bulletin boards for the posting of notices of Union meetings, elections, election results, and social and recreational events or other legitimate Union business. The bulletin boards shall not be used by the Union or its representatives for posting and distributing brochures of a political or advertising nature.

## 9. SENIORITY AND PROMOTIONS

- (a) At the lay-up of the vessel for the season, the vessel/Company shall provide each satisfactory employee with a Notice of Intent which will contain the following information:
  - Name of Ship
  - Employee's Name
  - Home Address
  - Home Telephone
  - Rating
  - Captain/Chief Engineer

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

The notice does not constitute a promise of employment if the vessel which was laid up is not placed in operation by the Company. Unlicensed personnel will receive a notice of seventy-two (72) hours prior to joining the ship unless exceptional circumstances arise. **In** this case a relief employee will be called for those unable to join **on** short notice.

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



(b) Should a permanent position become available, it shall be offered to qualified employees in the following order of priority:

- 1) An employee severed as per clause 42 b (i)
- 2) An employee severed as per clause 42 b (ii)
- 3) A permanent employee on that ship in another rating. Skill and efficiency being equal, the employee with the greatest seniority will be chosen.
- 4) The permanent relief employee in that rating on that ship.
- 5) A permanent relief employee employed on that ship in another rating.
- 6) Should the position remain unfilled, the company may promote a permanent or permanent relief employee from another ship within the fleet at large. When the company exercises this right, the employee promoted shall suffer no loss of wages or seniority. All related costs incurred by the promoted employee shall be reimbursed.

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

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

(c) A promotion shall include lay-offs and rehiring, be based on an employee's skill and efficiency. These being equal, the preference shall be given to an employee with the greatest seniority with the vessel.

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

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

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

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

A period of twelve (12) consecutive months from the date of promotion for an employee to accept a bridge officer's position or an officer-engineer's position. If this promotion is not granted, he has the right to return to his previous position. All employees hired to replace this employee will be hired on a relief basis until the time the promotion is granted.

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

(e) Where the Company commissions additional vessels, the Company may reassign fifty percent (50%) of the required crew for the additional vessel from one other vessel within the existing fleet. Where the

Company exercises these rights, employee transfers resulting therefrom shall be made at no expense and no loss of employment to the employees affected by the said transfers. Any further crew adjustments shall be mutually agreed to by the Company and the Union.

- (f) A permanent employee will lose his seniority and forfeit his position in the following cases:
  - a) dismissal;
  - b) resignation;
  - c) lay-off for more than twelve (12) months ;
  - d) when the twelve (12) month period as per Article 42, is completed;
  - e) failure to rejoin the vessel in accordance with the provisions of Article 9, (a).
  - f) failure to comply with the conditions provided in Article 38 (f);
  - g) in accordance with the provisions of Article 9, (d);
  - h) after a period of twenty-four (24) months of being injured or sick.

#### 10. VACATION PAY

- (a) An employee having completed less than one (1) full year of service with the Company shall receive vacation pay as per Article 10 (e) equal to four percent (4%) of his gross wages earned during the current pay period.
- (b) An employee having completed one (1) year of service with the Company or up to and including five (5) full consecutive years of service with the same employer shall receive vacation pay as per Article 10 (e) equal to five percent (5%) of his gross wages earned during the current pay period.
- (c) An employee having completed more than five (5) full consecutive years of service with the Company shall receive vacation pay as per Article 10 (e) equal to seven percent (7%) of his gross wages earned during the current pay period.
- (d) Effective June 1, 2008, an employee having completed more than ten (10) full consecutive years of service with the Company shall receive vacation pay as per Article 10 (e) equal to eight percent (8%) of his gross wages earned during the current pay period.
- (e) The right of an employee to receive vacation pay pursuant to paragraphs (b), (c) and (d) above shall not be affected in any way where such employee is absent from his employment for reasons satisfactory to the Captain.
- (f) The Company shall pay all accumulated vacation pay to an employee at the end of each pay period.
- (g) The Company will recognize the seniority accumulated by S.I.U. members for vacation pay purposes if they are promoted into an Officers' bargaining unit.
- (h) A season of service is defined as consecutive season(s) from hire to anniversary date and, in accordance with the preceding clauses of this Article, the percentages shall change one (1) day after anniversary date.
- (i) When any ship is sold or transferred to a Company which is covered by an S.I.U. Collective Agreement, transferred employees will carry their entire seniority to the new owner or operator for the purpose of vacation pay calculations.

#### 11. GENERAL AND EMERGENCY DUTIES

- (a) In addition to the duties specifically imposed by this document, all employees shall perform competently the ordinary duties pertaining to their positions on the vessel.

- (b) Any work necessary for the *safely* of the vessel, passengers, *crew* or cargo, or for the saving of or rendering assistance to other vessels, lives, *property* of cargoes, shall be performed at any time on *immediate* call *by all employees and* notwithstanding any provisions of *this* Agreement which might be construed to the *contrary*, in no event shall *overtime* be paid for the work performed in connection with such emergency duties of which the Captain shall be the sole judge.
- (c) The Captain *may*, whenever he *deems* it advisable, require any employee to participate in lifeboat or other emergency drills. Such drills will take place at least once per calendar month.
- (d) Mechanical Assistants are to assist with the taking and placing on board of engine room stores, in addition to their regular duties.
- (e) Watchkeeping A.B.'s shall not be required to work in cargo holds without the payment of the overtime *rate*, except during all periods of fit-outs and lay-ups.
- (f) Tunnelmen, when not employed at their regular duties, may be assigned to maintenance duties as designated by the Chief Engineer.
- (g) Electricians may be assigned to maintenance duties as designated by the Chief Engineer in the tunnel, engine room, or deck departments.
- (h) Ordinary seamen on *day* work may be assigned to maintenance duties as designated by the Chief Engineer in the tunnel or engine room department.
- (i) When an employee is required to work in a classification outside of his regular classification he shall be paid at the appropriate rate of pay of an employee working that classification or his own rate of pay, whichever is greater.

## 12. STATUTORY HOLIDAYS

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

<ol style="list-style-type: none"> <li>1. New Years Day</li> <li>2. January 2nd</li> <li>3. Good Friday</li> <li>4. Easter Monday</li> <li>5. Victoria Day</li> <li>6. First Monday in June</li> <li>7. Canada Day</li> </ol>	<ol style="list-style-type: none"> <li>8. First Monday in August</li> <li>9. Labour Day</li> <li>10. Thanksgiving Day</li> <li>11. Remembrance Day</li> <li>12. Christmas Day</li> <li>13. Boxing Day</li> </ol>
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- (b) In the event that any of the above holidays fall on a Saturday or a Sunday, the following Monday will be observed and paid at the same rate as a Statutory Holiday. The work performed on a holiday shall be that usually performed on a Sunday. If an employee does not work on a Statutory Holiday, he will receive his *usual* daily wage. If an employee is required to work on a Statutory Holiday, he will be paid for each hour worked double time and one half (2 1/2) his basic hourly rate.
- (c) If any Statutory Holiday falls *during* an unlicensed crew member's scheduled time off, he will be paid a day's basic pay on the first pay *day* following his return to work. This paragraph will not apply in the case where an unlicensed *crew* member takes time-off after November 30th and does not return to work prior to fit-out.
- (d) In addition to the rates of pay indicated in Articles 14(g) first paragraph, and 22, it is agreed between the parties that should this work be done on a Statutory Holiday an employee shall receive an extra hour's basic pay for each hour worked.

## 13. OTHER CONVENIENCES

- (a) The following items shall be supplied to the unlicensed personnel employed aboard vessels of the Company.
  1. A suitable number of clean blankets for each employee

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

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

- (b) Upon request, the Company shall supply three (3) pairs of coveralls, one (1) of which may, upon the employee's request, be insulated, to all permanent or permanent relief employees of the Engine room or Deck departments who have been in the employ of the Company for a minimum of ninety (90) days. Such items shall be replaced annually, if necessary, upon presentation of the old items.
- (c) All permanent employees, including permanent reliefs, will be given a one hundred and twenty-five (\$125.00) dollar allowance towards the purchase of safety boots. Effective June 1, 2009 this allowance will increase to one hundred and forty dollars (\$140.00). This allowance shall be paid to each permanent and permanent relief employee at the end of November of each year by separate bank deposit. Only CSA approved boots are acceptable. To receive this payment the employee must have been in the employ of the Company for a minimum of ninety (90) days.
- (d) All vessels of the Company shall carry on board a sufficient number of leather gloves with leather reinforced palms in a variety of sizes. One pair of such gloves shall be issued to the Deck Department and a further pair will only be issued upon the first pair being turned in showing proof of sufficient wear and tear. The Master or an officer delegated by him shall administer this clause. Each member of the deck crew shall be issued rain gear which is to be left with the vessel on his leaving. Except for normal wear and tear he will have the value of the rain gear deducted from his last pay if the rain gear is lost or willfully destroyed.
- (e) The Company will endeavour to have Bell Canada install a pay telephone in a convenient location, if another telephone is not available, when the vessel is laid up.
- (f) The Company agrees to supply on each vessel one (1) stool for the use of the Wheelman. Such stool shall be available for use under circumstances satisfactory to the Captain or the Officer of the watch.
- (g) With the prior approval of the Captain or Chief Engineer which shall not be unreasonably withheld an employee may, while the vessel is in port, calling or at anchor, make private arrangements with other crew members to exchange watches and thereby permit him to go ashore.
- (h) The Company shall supply either bottled or treated water for drinking on all vessels, accessible to all crew members in each department.

#### 14. MEALS, COFFEE TIME AND LUNCHES

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

BREAKFAST from 07:30 hrs. to 08:30 hrs.

LUNCH from 11:30 hrs. to 12:30 hrs.

DINNER from 17:00 hrs. to 18:00 hrs.

- (b) A fifteen (15) minute coffee break shall be allowed each member of the crew on each watch, and for crew members on day work each morning and afternoon. Such coffee breaks for day workers shall be taken at the hours of 10:00 and 15:00 when the nature of the work permits, otherwise as near as possible to those hours. For watchkeepers such coffee breaks shall be taken as near as possible to the middle of the watch, and coffee must be available.
- (c) Where overtime is worked, coffee breaks must be allowed every two (2) hours. These coffee breaks shall be given in such a way that the operations shall not be unnecessarily interrupted.
- (d) Night lunches shall be available for crews changing watches and those called to work overtime.
- (e) The Company agrees to make every effort to supply fresh milk and fresh fruit and vegetables, and to provide meals in full and plentiful quantity at meal hours.
- (f) When a vessel is not in operation and meals as scheduled in Article 14(a) are not prepared for and served to the unlicensed employees who have not been laid off and are on board ship, the Company shall pay to or reimburse each crew member a meal allowance as indicated in Article 16.
- (g) Should an employee not receive one (1) full unbroken hour to eat a meal, he shall have one-half (1/2) an unbroken hour in which to eat a meal and be paid straight through the hour at the overtime rate Monday through Friday and at the double (2) time rate outside an employee's regular hours of work and on Saturday, Sunday and Statutory Holidays.

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

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

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

## 15. TRANSPORTATION COSTS

- (a) The Company shall provide for a permanent employee's transportation expenses only under the following circumstances:
  - i) When the vessel is laid-up and the employee is being sent home. This would also apply to relief employees who have received a letter of intent for the following shipping season.
  - ii) When the vessel is being fitted out and the employee is being called back to the ship
  - iii) When going on or returning from scheduled time off.
  - iv) When the employee has to get off the ship due to illness or injury or is returning to work after same. In this case he shall have to show evidence of qualification for E.I. or S.M.P. sick benefits or Worker's Compensation.
  - v) When the employee is being transported by the Company during the course of his employment.
- (b) The Company shall provide reasonable transportation costs for an employee to travel to and from his home (as established in subparagraph (v) and (vi) below) in Canada but no further west than the Province of Ontario. The limitation of further west than the Province of Ontario does not apply to any permanent employee who at the time that this Collective Agreement becomes effective resides within Canada further west than the Province of Ontario. These costs are to include:
  - i) First class surface passage and or economy air fare and or (where no public transportation is available) two-way car allowance.

- ii) They shall provide for reasonable hotel accommodation and meal expenses when necessary, as per Article 16.
  - iii) All reasonable out-of-pocket expenses that are not covered in (i) and (ii) above (including taxis and limousines). The Company **will** reimburse up to **\$75.00** maximum for excess baggage costs upon presentation of receipt at **fit-out** and lay-up.
  - iv) Where **no** public transportation is available and the employee must use his own vehicle, the Company shall pay a two-way ~~car~~ allowance of forty cents (**\$0.40**) cents per kilometre.
  - v) For the purpose of establishing home in (i) above, all permanent employees will be required at the commencement of each season to confirm with the Company a home address. Should at any time during the season, a permanent employee relocate to another location the Company will not be responsible for any increase in travel costs as a result of the relocation.
  - vi) For the purpose of establishing home in (i) above, all **new** permanent employees will be required at the commencement of their employment to confirm with the Company a home address. Should at any time during the season a permanent employee relocate to another location the Company will not be responsible for any increase in travel costs as a result of the relocation.
- (c) The Company shall ensure that the employee receives his transportation expense reimbursement within twenty-one (**21**) days after the date of receipt by the Company. All claims for transportation must be sent to the Company by Priority ~~Post~~. Should the Company fail to reimburse the expenses within the twenty-one (**21**) day period, then they shall supply the employee with a prepaid airline ticket back to his vessel should the employee **so** request. Should the employee not utilize the prepaid ticket for its intended purpose, he shall be responsible to the Company for any costs incurred by the Company. Further, should an employee accept a prepaid ticket and not return to the vessel, he shall repay the cost of such ticket to the Company.
- (d) At annual fit-out an employee shall be given seventy-two (72) hours notice prior to joining his vessel. Notice shall be given in accordance with Article **9(a)**. If the notice or call for recall is for less than seventy-two (72) hours and necessitates the employee to travel on the previous day to join the vessel, he shall be paid eight (8) hours pay at his basic hourly rate of pay to cover travelling time.
- (e) When an employee falls sick or is injured, it will be the duty of the Captain to see that the employee gets first-aid or medical treatment as quickly **as** possible. Transportation to and from the hospital or clinic shall be provided in accordance with (b) above, subject to the provisions of the Workplace Safety and Insurance Board (**WSIB**) legislation, and the doctor's recommendation, an employee may be assigned to light duties for a reasonable duration otherwise he shall be transported home.
- (f) All job sharing and relief employees (including medical reliefs) who complete their relief assignment shall be paid the transportation costs back to the Dispatch Hall where the job call was originally placed with the exception of the end of the shipping season when they shall be paid the transportation costs to their home or the Dispatch Hall where the job call was originally placed, whichever is the lower cost.
- (g) The parties agree to develop an alternative travel reimbursement option prior to the end of the 2001 shipping season. The Company would have the option to offer and the employees would have the option to accept a fixed amount paid directly to the employee, without receipts, upon arrival on or departure from the vessel, in lieu of reimbursement of their travel expenses. Employees selecting the fixed amount option would then be responsible for their ~~own~~ transportation arrangements and costs. The fixed amount would vary according to the location of the ship and the origin or destination of the employee. This option would apply to permanent, relief and job sharing employees.

#### 16. ROOM AND MEAL ALLOWANCE

When the Company does not provide room and board, an employee, during the course of his employment, shall receive sixteen dollars (**\$16.00**) per meal. One hundred dollars (**\$100.00**) shall be allowed for a room per night. Effective June 1, 2009 the rate for meals will increase to seventeen dollars (**\$17.00**) and the rate for a room per night will **increase** to one hundred and ten dollars (**\$110.00**).

## 17. SAFETY AND EQUIPMENT

- (a) The Company shall make every effort to furnish and maintain safe working gear and equipment for the protection of its employees and shall continue to make reasonable provisions and rules for their safety.
- (b) When a vessel is calling, berthing or letting go, the Company agrees to use a Signalman in addition to the Winchman. The only exception to this is when mooring winches are side controlled.
- (c) **Two** (2) men shall be used for handling mooring lines at all times, one forward and one aft. When pulling long bow and stem lines, two (2) men per line shall be used.
- (d) Crew members required to work in cargo holds while unloading or loading operations are in progress, shall be under continuous surveillance by someone on deck.
- (e) Members of the engine room shall not be required to work on staging or Bosun's chair while the ship is under way. Crew members shall not be required to work on staging overside while the vessel is under way.
- (f) Goggles, hard hats and respirators shall be signed for. Immersion suits which meet **MOT** standards shall be provided to all crew members on all vessels. It is understood that each unlicensed crew member shall be fully responsible and accountable for the suit at all times. If any of the above items are not returned at termination of employment, the Employee shall pay for the cost of replacement.
- (g) During the hours of darkness outside painting must not be performed.
- (h) First-aid kits, life preservers, life-jackets, portable life rafts, etc., shall not be stored away while on the run immediately prior to winter lay-up, nor shall the lifeboats be emptied of their equipment, permanently covered or securely lashed in preparation for such lay-up.
- (i) It is agreed that any safety regulations that the Company may now have in force for the safety of the vessel and crew, and any further safety regulations which the Company shall put into effect and bring to the attention of the crew, shall be strictly adhered to by all crew members.
- (j) It is recognized that with bulkers and self-unloaders it may be necessary for some hatches to be opened while the vessel is proceeding to a loading port and in transit when the routine cleaning of cargo compartments can be accomplished; however, due care and control must be exercised when engaged in this practice. Captains are reminded of their overall responsibility for safety of the vessel and protection of the crew, bearing in mind the condition of the ship, prevailing and expected weather conditions and sea state.
- (k) Deck personnel shall not be required to perform outside sootblowing when the temperatures are below the freezing point. Transport Canada Regulations will be followed in regard to the handling of hoses.

## 18. FAMILY VISITATION

- (a) An Employee who has completed one (1) full year of service with the Company, may make arrangements to have his spouse (or common law spouse) accompany him on board for a period of up to, but no more than, fifteen (15) days once each calendar year provided the Employee's accommodations are suitable (i.e., single room). This privilege will only be granted on voyages in Canadian waters excluding the Arctic.
- (b) Requests for such visitation shall be made in writing a minimum of thirty (30) days in advance and shall be granted on a first come first serve basis. These arrangements will be approved for only one (1) unlicensed employee's spouse (or common law spouse) at a time.
- (c) The employee's spouse (or common law spouse) shall not interfere in any way with the operation of the vessel and shall sign a waiver releasing the Company of all liability for any mishap that may happen while aboard the vessel.
- (d) With the prior approval of the Captain or Chief Engineer which shall not be unreasonably withheld, an employee may while the vessel is in port, bring his spouse and family aboard for a visit, with the exception of children under twelve (12) years of age. Prior to their coming on board, the employee must sign a Company waiver releasing the Company of all liability.

**19. SCHEDULE OF WAGES**

Schedule of wages including a **2.8%** increase effective June 01, 2006:

	Basic Hourly Wage Rate <b>(Mon-Fri)</b>	Time & One Half Overtime Rate per hour worked Sat. & Sun. & in excess of <b>8 hrs.</b> <b>Mon-Fri</b>	Double Time Overtime Rate per hour worked in excess of <b>8 hrs.</b> <b>Sat. &amp; Sun.</b>
Able Seaman	\$22.41	\$33.62	\$44.82
Ordinary Seaman	\$19.44	\$29.16	\$38.88
Mechanical Asst.	\$22.41	\$33.62	\$44.82
Q.M.E.D.	\$22.41	\$33.62	\$44.82
Electrician	\$26.66	\$39.99	\$53.32
Head Tunnelman	\$21.99	\$32.99	\$43.98
Tunnelman	\$21.12	\$31.68	\$42.24
Chief Cook	\$25.80	\$38.70	\$51.60
Second Cook	\$19.61	\$29.42	\$39.22
<b>Entry Level Positions (see Note # 1)</b>			
Ordinary Seaman	\$17.50	\$26.25	\$35.00
Mechanical Asst.	\$20.17	\$30.26	\$40.34

Effective June 01, 2007 and on June 01 of each subsequent year to June 01, 2010 the wage rates shall be increased as follows:

Effective June 01, 2007 wage rates shall be increased by **2.5%** or COLA, whichever is higher, to a maximum of **3%**.

Effective June 01, 2008 wage rates shall be increased by **2.5%** or COLA, whichever is higher, to a maximum of **3.25%**.

Effective June 01, 2009 wage rates shall be increased by **2.75%** or COLA, whichever is higher, to a maximum of **3.5%**.

Effective June 01, 2010 wage rates shall be increased by **2.75%** or COLA, whichever is higher, to a maximum of **3.5%**.

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

Note #1: A separate wage scale applies for entry level positions for the ratings of Ordinary Seaman and Mechanical Assistant. This wage scale will apply to **new** employees in the Seafarers' International Union for the first one hundred and eighty (180) days worked of their employment. After a new employee has worked one hundred and eighty (180) days, his basic rate of pay will be adjusted to the regular wage scale.

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

**20. WORK WEEK AND OVERTIME**

- (a) The regular work week shall be forty (40) hours, consisting of five (5) days of eight (8) hours per day, Monday through Friday. The regular work day shall be eight (8) hours per day on each day from Monday to Friday, inclusive.
- (b) Each employee shall receive wages at the appropriate basic hourly wage rate for each job classification as stipulated in the Schedule of Wages contained in Article 19 hereof, for eight (8) hours per regular work day (Monday through Friday) whether or not he is called upon to work the said full eight (8) hours, provided that he is available for work during the said eight(8) hours.



- (c) Considering that the **operation** of ships is of a continuous nature and that consequently work must be performed in excess of the regular work **week**, it is agreed that overtime shall be paid for such work in accordance with the following provisions. It is **further agreed** no employee shall be required to **perform** more than sixteen (16) hours of **continuous** work, excluding meal hours, in a twenty-four (**24**) hour period.
- (d) i) **On** self unloaders during the navigation **season**, the Company **agrees** to make available to non-watchkeepers in the deck and engine room departments, eight (**8**) hours of **work** at the overtime rate in a spread of eleven (11) hours from 06:00 hrs. to 17:00 hrs. on Saturday and eight (8) hours of work at the overtime rate in a spread of eleven (11) hours from 06:00 hrs to 17:00 hrs on Sunday in every week.
- (ii) **On** bulkers during the navigation season, the Company agrees to make available to non-watchkeepers in the deck and engine room departments, eight (**8**) hours of work at the overtime rate in a spread of twelve (12) hours from 06:00 hrs. to 18:00 hrs. on Saturday and eight (8) hours of work at the overtime rate in a spread of twelve (12) hours from 06:00 hrs to 18:00 hrs on Sunday in every week.
- Should a bulker be in port for the week—en4 only one (1) day shall be guaranteed as per the above hours.
- (e) The overtime rate is defined as being one and one-half (1 1/2) ~~the~~ applicable basic hourly wage rate for each job classification as stipulated in the Schedule of Wages contained in Article 19 hereof.
- (f) The overtime rate shall be paid for the first eight (**8**) hours worked on Saturday and Sunday and for all hours worked in excess of eight (**8**) per day Monday through Friday. For hours worked in excess of eight (**8**) on Saturdays and Sundays, the rate of pay shall be double time.
- (g) An employee performing overtime work which ceases before the expiration of one (1) hour shall nevertheless be credited with one (1) hour's overtime. After the first hour of overtime, each further period of one-half (1/2) hour shall entitle the employee to one-half (1/2) hour at the overtime rate.
- (h) When employees are called out to work **on** overtime and then "Knocked **o f f**" for less than two (2) hours, excepting where an employee is recalled for his regular duties, overtime shall be paid straight through.
- (i) For the purpose of calculating overtime, a "day" shall refer in all cases to the period from midnight to midnight.
- (j) Overtime payment shall not be duplicated for any hour of work, i.e., there shall be no pyramiding of overtime.
- (k) An employee who is not **on** regular duty when called for overtime work shall be allowed as a general practice thirty (30) minutes in which to **dress**. However, the Union recognizes that under special circumstances the Captain may not be able to comply.
- (l) Within twenty-four (24) hours of completion of any overtime **work**, the employee and the officer in charge shall both sign duplicate overtime sheets recording the duration of such work. One (1) copy of the sheet shall be given to the employee and the other retained by the Captain. In the event a question arises as to whether work performed is payable **as** overtime, or if the claim is rejected, the Senior Officer must sign "Disputed" and indicate the reason(s) for non-approval. In the case of a dispute, the matter shall immediately enter the Grievance Procedure as provided for in this Agreement.
- (m) The Company **agrees to** supply overtime books or sheets for the purpose of keeping a record of overtime worked. Where the Company fails to supply the said overtime books or sheets, employees' overtime claims shall be considered as valid on any form of paper.
- (n) Overtime shall be divided as equally as may be reasonably practicable among the employees who normally perform the work. **Hours** offered and refused shall be counted as hours worked for calculation.
- (o) Subject to **Article 2 (b)** (Captain's management rights) ordinary seamen **shall** have the right to select whether they will be assigned to a watch or day **work** by seniority at the beginning of the vessel's navigation season. This decision must **be** made in accordance with the **crewing** regulations of Canada.

- (p) Watchkeepers shall have the right to select their watch by seniority at the beginning of the vessel's navigational ~~season~~.

## 21. HOURS OF WORK

- (a) i) The regular hours of work for all employees who are assigned to standard watches (i.e. watchkeepers) shall be eight (8) hours during each calendar day on a three (3) watch system, so that four (4) hours on watch shall be followed by eight (8) hours off watch, except when in the Captain's or Chief Engineer's discretion it is deemed advisable to break watches while a vessel is in port, anchored or not otherwise under way.
- ii) On Bulkers the watch system established shall be on a week by week basis. If as a result of operating circumstances the watch system needs to be broken, the Captain will endeavour to provide the employees affected with seventy-two (72) hours notice except in unforeseeable circumstances.
- (b) On self-unloaders the regular hours of work for non-watchkeepers in the Deck and Engine Room Departments shall be any eight (8) hours in a spread of eleven (11) hours from 06:00 hrs. to 17:00 hrs., Monday through Friday.

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

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

- (c) When employees of the Deck Department are required to do spray painting, they shall be "Knocked off" one-half (1/2) hour early to clean up. Coveralls and respirators will be supplied.
- (d) The regular hours of work for Chief Cooks and Second Cooks, who are also classified as non-watchkeepers, shall be eight (8) hours during each calendar day, in a spread of (12) hours as determined by the Captain from time to time. The Company undertakes to post a working schedule aboard all ships so that each member of the Steward's Department will be aware of his actual duty time. Members of the Steward's Department will be paid the applicable overtime rate for all work performed outside their posted working schedule, provided such work has the prior approval of the Captain.
- (e) On self unloaders between the hours of 17:00 and 06:00 employees will not be assigned duties which include painting and soogeeing without payment of the following premiums:
- i) Monday to Friday the rate of payment for the above duties will be at the rate of time and one-half (1 1/2).
- ii) On Saturday, Sunday and on Statutory Holidays, payment for the above duties will be at the rate of double time (2).

It is generally understood that there shall be no chipping and scraping between the hours of 17:00 and 06:00.

On bulkers between the hours of 18:00 and 06:00 hrs. employees will not be assigned duties which include painting and soogeeing without payment of the following premiums:

- i) Monday to Friday the rate of payment for the above duties will be at the rate of time and one-half (1 1/2).
- ii) On Saturday, Sunday and on Statutory Holidays, payment for the above duties will be at the rate of double time (2).

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

- (f) Whenever possible upon the employee's **request**, and the vessel is in **port**, Saturday and Sunday may be given **off**. Every consideration shall be given to **reasonable** requests for time **off** in port for the purpose of obtaining medical **care**, cashing Company cheques, legal counsel or the necessities of life.
- (g) Should a watchkeeper fail to **report** at **his** regular **post** at the beginning of his watch, his mate **on** the preceding watch shall remain **on duty** until a substitute is secured. The missing employee, when he reports, may then work extra time so that each will have worked his regular eight **(8)** hours for that day. If it is necessary to pay overtime because of these circumstances, the additional cost will be deducted from the wages of the employee who was missing from his watch.  
  
Should a vessel be short of a watchkeeper, the remaining two (2) watchkeepers will go on six (6) hour watches until a suitable replacement can be secured. Should a vessel sail **from** port short one or more watchkeepers, the Captain or Chief Engineer may promote **on** a permanent basis a member of the vessel's crew to re-establish the **three** (3) watch system.
- (h) The Company agrees that all vessels shall be manned with crews sufficient and efficient to meet the requirements of the operations.
- (i) When **a** vessel sails without a full complement of day workers through negligence in not requesting replacements through an S.I.U. dispatch hall, the wages of the absent members will be divided equally among the remaining day workers in that Department.
- (j) When employees standing sea watches are promoted for the purpose **of** replacing employees who are injured, sick or absent, they shall receive the differential in pay while **so** acting.
- (k) The Company shall give preference **to** the unlicensed personnel for any winter work providing the person is qualified. The total remuneration for this type of work will be seventeen dollars and **twenty-four** cents (**\$17.24**) per hour effective June **01, 2006** and shall be increased in accordance with Article 19 • Wage Schedule. This rate shall be increased by the same percentage as the wage increase for each year with the current figure as the base.
- (l) Employees required to remain **on** board in port after the completion of their watches or the regular **day** work, shall be paid all hours required to remain **on** board at the appropriate hourly rate.

## **22. STEWARD'S DEPARTMENT**

- (a) Routine duties for members of the Steward's Department include the supervision, preparation and serving of the regular meals, the preparation of night lunches, the cleaning and maintaining of the quarters of the licensed personnel and of all dining and messrooms, galley, pantries, storerooms, linen room, all **departmental** equipment, and routine cleaning of refrigeration spaces, but not to include work covered in paragraph (e) below.
- (b) With respect to the cleaning and maintaining of washroom and toilet facilities of the licensed personnel, the work day shall be so scheduled **by** the Chief Cook that members of the Steward's Department will perform this work during periods when they are not actively engaged in the preparation **of** food
- (c) (i) It is understood that on vessels having at least three employees in the Steward's Department, neither the Chief Cook nor the Second Cook will be **required** to clean toilets.  
  
(ii) **On** vessels where only **two** (2) galley employees are carried, the Second **Cook** will clean the Captain's **cabin** and the Chief's **cabin** **once** a **week**, and will be paid the applicable overtime rate.
- (d) **In** addition to his regular hours of **work**, one (1) hour of overtime per week will be allowed to one member of the Steward's Department for the purpose of issuing clean linen. Laundry and linens shall not be issued while meals are being **served**.
- (e) **In** addition to his regular hours of **work**, two (2) hours' overtime per month will be allowed to one member of the Steward's Department each time the walk-in refrigerating spaces are defrosted and cleaned, provided such work is approved in advance by the Captain, Chief Engineer or Officer in charge.

- (f) In addition to his regular hours of work, two (2) hours' overtime per month will be allowed to each member of the Steward's Department for the purpose of storing provisions and supplies during normal working hours.
- (g) Members of the Steward's Department shall be paid their specified overtime rate for all work performed outside of their posted eight (8) hour working schedule providing such work is authorized by the Captain, Chief Engineer or Officer in charge.
- (h) On vessels where persons other than the crew members, crew member's families, mobile utility crew members and officials of the Company and/or the Union are lawfully carried aboard the Company agrees to pay **eleven dollars (\$11.00)** per day for each person, to be distributed equally among the members of the Steward's Department. While the ship is in port, if meals are supplied to any persons who are not members of the crew, crew member's families, mobile utility crew members or officials of the Company and/or the Union, the Company agrees to pay five **dollars (\$5.00)** per meal, to be equally distributed among the members of the Steward's Department, provided that the provisions of this clause shall not apply to pilots. For the purpose of this article, **crew** member's family shall mean spouse and children. Should the Company allow other family members aboard the vessel, the members of the Steward's Department shall be compensated in accordance with the above amounts.
- (i) The Company shall supply aprons to all members of the Steward's Department.
- (j) When a Chief Cook or Second Cook has completed a full **season** with the Company and has worn whites, the Company shall, at its discretion, supply a new set of whites or pay the employee an allowance of one hundred and twenty-five dollars (\$125.00). These articles shall be laundered at the Company's expense.

## 23. INTERRUPTION OF WORK

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

## 24. SHORT PERIOD LAY-UP

- a) The Company shall have the right to recall employees from a lay-off of less than six (6) consecutive days without making up the loss in basic pay occasioned by such lay-off provided that the period of employment for which the employee is so recalled shall not be less than ten (10) days.
- b) When a bulker lays up (during the navigation season) the Company will have the option of keeping a portion of the unlicensed crew to perform deck or engine room maintenance. The Company will have the right to select the crew to remain. The hours of work will be eight (8) hours per day, Monday to Friday between 08:00 hrs and 17:00 hrs. During this **period** there will be no guarantee of work on Saturday or Sunday, however, if the employee is called upon to work he would receive the applicable rate of pay.

## 25. PAYMENT OF WAGES

**Commencing at fit-out for the 2007 sailing season the Company will be implementing a new Human Resources Payroll application. The purpose of this application is to streamline the current HR and payroll administration process. To this end the current pay system will be changed as follows:**

**Wages shall be paid by way of direct deposit into an employee'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.

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

The pay stub shall be sent to all employees aboard the vessel in a separate sealed envelope.

Effective with the implementation of the new **payroll** system **all** cash advances, mid month draws and payoffs will cease.

## 26. SAILING TIME

- (a) A sailing board shall be posted adjacent to the gangway immediately upon the arrival of the vessel in port. The time and **date** of sailing, together with destination if known, shall be placed upon the board. Where the sailing time is tentative it shall be so stated, and the expected sailing time shall be posted as soon as possible. Each employee shall **report on** board at loading and unloading ports and be available for duty not **less than** thirty (30) minutes before time of sailing, as posted on the notice board, or **as** otherwise informed by the Officers in charge
- (b) If a crew member misses a vessel due to the fact it sails before the posted sailing time, he shall notify the Captain by radio telephone **within two (2)** hours of the original posted sailing time, and if such crew member rejoins the vessel at the first point where it can be boarded, he shall be reinstated provided he notifies the Captain of the vessel **as soon** as possible of his intention to rejoin the vessel and shall be reimbursed transportation costs. Such shall not constitute a break in service.
- (c) If a crew member misses a vessel due to circumstances beyond his control, he shall be reinstated provided he promptly notifies the Captain of the vessel or the Company Office **of** his intention to rejoin the vessel and rejoins the vessel at the first point where it can be boarded. All transportation costs will be borne by the employee.
- (d) The Company agrees to place at the gangway a notice when the ship is cleared by Customs and Immigration.

## 27. MARINE DISASTER

- (a) An employee covered **by this** Agreement, while employed by the Company, who suffers loss of clothing or other personal effects because of a marine disaster or shipwreck shall be compensated by the Company, for such loss, up to a maximum **of** three thousand five hundred dollars (\$3,500.00).
- (b) An employee or his estate making a claim under this Article shall submit reasonable proof to the Company of the actual value of the loss suffered. Such proof shall be a signed affidavit listing the individual items and values claimed.

## 28. OFFICER CADETS

- a) No officer cadets shall be used to perform work normally performed by unlicensed crew. In the event cadets perform such work, the applicable payment shall be paid to the unlicensed personnel who would otherwise have performed the work.
- (b) Unlicensed crew members shall not be required to share or move from their assigned quarters to accommodate an officer cadet.

## 29. SCHEDULED TIME OFF WITHOUT PAY

- (a) For the purpose of this Article the following definitions shall apply:
  - i) Permanent Relief - is any crew member who is employed to relieve three (3) other permanent employees consecutively. He **has** the right to **go** on regular scheduled time off and return after same to continue on further time off rotations. Permanent reliefs and single rating positions described hereafter shall be considered **as** permanent employees and shall accumulate seniority and be eligible for recall. **These** positions are **as** follows: Electricians, Head Tunnelman, Able Seaman and Mechanical Assistants, assigned to **self-unloaders**,

- ii) Job-sharer - is any crew member who is employed to relieve three (3) or fewer permanent employees consecutively. Upon completion of the relief work, this employee shall be laid ~~off~~ and shall not be eligible for recall. The job sharer will be offered the permanent position if ~~he/she~~ is in that position at ~~the~~ time it becomes permanently open, if it cannot be filled in accordance with Article 9 b),
  - iii) Relief - is any employee who is hired to replace a permanent crew member who is temporarily absent from the vessel for reasons other than scheduled time ~~off~~. The relief employee ~~will~~ be offered the permanent position if ~~he/she~~ is in that position at the time it becomes permanently open, if it cannot be ~~filled~~ in accordance with Article 9 (b),
  - iv) Single position ratings - are Chief ~~Cook~~, Second Cook, Electrician and Head Tunnelman.
  - v) Seasonal vessels - are those ships that normally lay-up during the winter months as established by past practice.
  - vi) Year-round vessels - are those ships that would be anticipated to sail during all months of the year as established by past practice.
- (b) All employees shall take scheduled time ~~off~~ in accordance with the schedule which shall be set up annually as follows:
- i) For the purpose of continuity, galley staff shall not take scheduled time off at the same time.
  - ii) Seasonal vessels - Within fifteen (15) days of signing on articles, a schedule of time ~~off~~, agreed to by the employees, shall be made up on board each vessel. Should ~~two~~ employees in the same rating request the same dates ~~off~~, seniority shall be the deciding factor and the employee with the lesser seniority shall be assigned to an alternate time ~~off~~ period. Copies of the schedule shall be sent to the Company office as ~~soon~~ as possible and the Company shall provide the Headquarters of the Union with a copy.
  - iii) Year-round ~~vessels~~ - A schedule of time ~~off~~, ~~agreed to by~~ the employees, shall be made up on board each vessel by no later than December 1st of each year. Such schedule shall be for the next calendar year. The schedule shall be made up in the same fashion as for seasonal vessels and forwarded to the Company and the Union in the same manner,
- Time ~~off~~ periods shall be for thirty (30) days from ~~the~~ scheduled date of getting ~~off~~ the vessel and shall be taken on a consecutive basis for positions where there are more than one (1) employee. Time ~~off~~ shall be scheduled ~~so~~ that employees will not work in excess of one hundred and forty (140) consecutive days.
- The thirty (30) day time ~~off~~ period noted above may be adjusted; however, this adjustment may not exceed three days (3) before or ~~after~~ the scheduled date of change, except at end of season lay up when eight (8) ~~days~~ shall be allowed.
- (c) Wherever possible, employees in the same rating shall be grouped in units of three, with respect to time ~~off~~ scheduling, ~~so as~~ to accommodate the use of a fourth employee as a permanent or job sharing relief. ~~For~~ the purposes of this clause, an OS on daywork and an OS on watch are classified as being in separate ratings. The same holds true for MAs and AB's.

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

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

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

- (d) The commencement and cessation of the time off schedule shall be governed by the following rules:
- i) Seasonal vessels – Should a vessel fit out between the 1st and the 15th of a month, the leave schedule shall be effective on the 15th of the month following 60 days worked. Otherwise the leave schedule shall be effective on the 1st of the month following 60 days worked. Days worked during fit-out shall not be counted unless such work exceeds thirty (30) consecutive days immediately preceding the signing of ship's articles.  
  
Should a vessel fit out after September 1st of any year, then the time off system shall not commence for that season.  
  
Should a bulker lay up during the season for a period of sixty (60) or more days and subsequently fit out after September 1st of any year, the time off system shall be discontinued for the balance of that year.  
  
Should a vessel lay up during the season for more than fourteen (14) consecutive days, the time off schedule shall be discontinued and shall be reactivated pursuant to Article 29 (d).
  - ii) Year-round vessels – The schedule shall run continuously during the calendar year except where a vessel has been tied up for more than thirty (30) days. In this case, the time off schedule would restart sixty (60) days after the crew has returned.
  - iii) Arctic voyages – It is understood that, on vessels involved in the Arctic trade, no crew changes will be made after the vessel leaves its final loading port for the Arctic until the vessel's return to their next loading port west of Belle Isle.
- (e) Employees shall not be prevented from taking scheduled time off provided a qualified replacement, as determined by the Captain or Chief Engineer, is available. The employee taking time off may not leave the vessel until he has been properly relieved otherwise he will forfeit his job with the Company.
- (f) A returning employee shall notify and confirm with the Company his intention to return no less than three (3) calendar days in advance of his stated return date. The Company will advise the employee where he is to rejoin the vessel. The Company will also notify the ship's Captain who will inform the departing employee forty-eight (48) hours in advance in order to facilitate the paying-off of such employee.

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

### 30. DISCRIMINATION

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

### 31. DRUG AND ALCOHOL POLICY

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

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

- (a) There will be no drugs or alcohol permitted on board any of the Company's vessels at any time,

- (b) Unlicensed crew returning to the vessel from any shore leave must be in a sober condition and free from the influence of drugs and alcohol.
- (c) Failure to comply with the policy will result in the application of the discipline code which could result in dismissal.

### 32. LAUNCH SERVICE

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 Captain, upon the request of not less than three (3) employees, shall provide, where available, at the Company's expense, launch service for such employees to travel to and from the shore; such launch service shall not be more than twice every twenty-four (24) hours and shall be subject to the Captain's discretion with respect to weather and working conditions on board the vessel. During periods when the majority of the crew has been laid off, the three (3) employee requisite shall not apply.

### 33. RELIEVING FOR MEALS

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

### 34. MANNING SCALE

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

### 35. CREW ACCOMMODATIONS

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

### 36. SUCCESSOR RIGHTS AND OBLIGATIONS

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



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

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

### 37. FRINGE BENEFITS

It is agreed between the parties that the increase in contributions payable to the Seafarers' Medical Plan, the Seafarers' International Union of Canada Pension Plan and the Seafarers' Hiring Hall Fund provided in the Memorandum of Understanding between the parties, shall be effective on the dates indicated in the Memorandum.

### 38. LEAVE OF ABSENCE

- (a) After completion of ninety (90) days of continuous employment with the Company, an employee will be granted bereavement leave when death occurs to a member of an employees immediate family, that is, his father, mother, brother, sister, parents-in-law and grandparents. The employee granted leave to attend the funeral will be paid at his basic rate for time lost up to a maximum of seven (7) days.

In the case of a wife, husband or children, the above-mentioned leave period of seven (7) days shall be a maximum of fourteen (14) days.

- (b) An unlicensed crew member shall be entitled to receive from the Company a reasonable leave of absence from his employment without pay in the event of either illness or injury to himself or a member of his immediate family, that is, his spouse, brother, sister, children, parents, parents-in-law and grandparents. Such leave may be granted for a minimum of fifteen (15) days provided there is a suitable qualified relief available and providing the leave is supported by the required documentation.
- (c) An employee may request paternity leave without pay at least six (6) weeks prior to the expected date of birth of his child and shall be granted paternity leave for a maximum period of sixty (60) days without pay.
- (d) All claims under this Article must be supported by proper medical or bereavement evidence upon returning to the vessel, otherwise the employee forfeits his right to employment with the Company.
- (e) Extra Time Off - The Company shall grant such leave provided that a suitable relief is available and it does not interfere with the operation of the vessel. Such leave shall be for a minimum of thirty (30) days and a maximum of sixty (60) days. It is understood that only one (1) employee in each rating or the Galley Department shall be granted such leave at any one time. It is also understood that during this leave the employee will not work elsewhere.
- (f) Permanent employees who are denied entry into the U.S.A. shall be granted a twelve (12) month leave of absence in order to obtain a waiver enabling them to enter the United States.

### 39. EMPLOYEE'S FILE

- (a) The employer agrees not to introduce as evidence in a hearing related to disciplinary sanctions any document from the file of an unlicensed employee, the existence of which the unlicensed employee was not aware at the time of filing or within a reasonable period thereafter.

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

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

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

#### 40. RETROACTIVITY

Retroactivity will be paid on **all** wages, premiums, statutory holidays, contributions to the SIU of Canada ~~Hiring~~ Hall Trust Fund, the Seafarers' Medical Plan, ~~Seafarers'~~ Pension Plan, overtime and for all hours worked starting June 1, 2006, wherever necessary.

#### 41. RECREATION FACILITIES

- (a) All Company vessels shall be provided with at least one recreation room or area for the unlicensed crew. Such rooms shall be provided with adequate furnishings, such as tables, chairs and settees, and these furnishings shall be maintained in good repair. Where practicable, such rooms shall also be supplied with air conditioning.
- (b) The Company shall provide at ~~least~~ one colour T.V. (with satellite) and V.C.R./DVD for the unlicensed crew's recreation room or area. **On** vessels with a central V.C.R./DVD system the unlicensed crew will have access to the system.
- (c) Where there are **two** recreation rooms the Company agrees to provide air conditioning in both recreation **rooms**. In recognition of the Company's concern for the comfort of the crew, a study will be made **to** determine the feasibility of air conditioning in the unlicensed **crew's** quarters. Where this is not feasible, the Company will sit down with Union representatives and analyze the **reasons** why this cannot be done.

#### 42. SEVERANCE PAY

- (a) Employees who are laid ~~off~~, due to temporary shortage of work, shall retain recall rights to their specific vessel for up ~~to~~ twelve (12) months from the date of lay ~~off~~. Should they not be recalled during this time, they shall be severed and the Company shall pay each employee five (5) days basic pay for each full year of service.
- (b) Where employees ~~are~~ displaced due to
  - i) automation, mechanization, permanent reduction in the number of employees, or the sale or re-flagging of the vessel on which they are employed
  - ii) permanent vessel lay up

the following rules shall apply:

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

- 2) i) Employees with ~~three~~ (3) years or more seniority shall be entitled to permanent placement ~~on~~ other vessels ~~within the same~~ Company as vacancies occur provided they ~~are~~ qualified to perform the work, and ~~in~~ the event of such placement, such employees shall maintain their seniority rights, including all rights respecting vacation under Article **10** of the collective agreement.
- ii) The right to placement ~~on~~ other Company vessels shall remain in effect for twelve (**12**) months after the original job ~~was~~ terminated, after which time, those who were not placed shall receive severance in accordance with clause (b) **1** above.
- iii) Should an employee be offered a permanent placement, within the twelve (12) month period prescribed, and ~~refuse~~ the assignment, that employee will be considered to have self-terminated and ~~no~~ severance pay shall be forthcoming.

#### **43. MOBILE UTILITY EMPLOYEES**

- (a) Mobile Utility Employees ~~can~~ be shore based and will be employed for the purpose of performing maintenance and repair work ~~on~~ Company vessels, equipment and facilities.
- (b) The minimum number of Mobile Utility Employees for Algoma Central Marine shall be ten (10) employees.
- (c) The conditions of employment, wages, hours of work, etc. of these Mobile Utility Employees shall be as stipulated in the Collective Agreement except where specifically dealt with in the Mobile Utility Employees Addendum attached to this Agreement.

#### **44. TRAINING**

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

Unlicensed employees must attend Seafarers Training Institute approved courses when so required by the Company. Failure to do ~~so~~, without justifiable excuse, shall be cause for disciplinary action which may include dismissal.

#### **45. DURATION OF AGREEMENT**

This Agreement shall become effective as ~~from~~ June 1, 2006, unless otherwise noted herein, and shall continue in full force and effect until May 31, 2011, inclusive and thereafter from year to year unless or until either party serves written notice ~~on~~ the other party to the contrary at least one hundred and twenty (120) days prior to May 31, 2011 or one hundred and twenty (**120**) days prior to May 31 of any subsequent year.

## APPENDIX A

### LETTER OF UNDERSTANDING

#### Sexual Harassment

Copies of the Labour Standards bulletin #11 entitled "Sexual Harassment", produced by Labour Canada, shall be placed in a conspicuous location on board all Company vessels both in French and in English.

## APPENDIX B

### LETTER OF UNDERSTANDING

#### Safety and Equipment

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

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

## APPENDIX C

### LETTER OF UNDERSTANDING

#### Shore Leave While in Transit

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

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

#### SELF-UNLOADERS

- 1 A/B on watch
- 4 other deck ratings
- 1 galley rating
- 2 unlicensed engine room ratings (MA)
- 2 unloading personnel (Tunnelman or Electrician)

#### BULK VESSELS

- 1 A/B on watch
- 4 other deck ratings
- 1 galley rating
- 2 Unlicensed engine room ratings (MA)

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

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

All personnel given permission to take shore leave must sign the **form** provided for that purpose.

## APPENDIX D

### MANNING SCALE

Effective at date of ratification, the parties agree that the unlicensed manning scale covering the vessels listed below shall be the manning scale for the life of this Agreement subject to Article 34,

#### ALGOMA CENTRAL MARINE

VESSEL	A/B	O/S	ELEC	MA	HTLMN	TLMN	C/CK	2/CK	TOTAL
AGAWA CANYON	3	5	1	3	1	2	1	1	17
ALGOBAY	3	5	1	3	1	1	1	1	16
ALGOCAPE	3	4		3			1	1	12
ALGOISLE	6	-		3			1	1	11
ALGOLAKE	3	5	1	3	1	2	1	1	17
ALGOMARINE	3	5	1	3	1	1	1	1	16
ALGONORTH	3	4		3			1	1	12
ALGONTARIO	6	-		3			1	1	11
ALGOPORT	3	5	1	3	1	2	1	1	17
ALGORAIL	3	5	1	3	1	2	1	1	17
ALGOSOO	3	5	1	3	1	2	1	1	17
ALGOSTEEL	3	5	1	3	1	1	1	1	16
ALGOVILLE	3	4		3			1	1	12
ALGOWAY	3	5	1	3	1	2	1	1	17
ALGOWOOD	3	5	1	3	1	1	1	1	16
CPT.H JACKMAN	3	5	1	3	1		1	1	15
J. B. AIRD	3	5	1	3	1	2	1	1	17
P.R. CRESSWELL	3	5	1	3	1		1	1	15
SAUNIERE	3	5	1	3	1	2	1	1	17

Note #1 It is understood that the reduction of one Tunnelman on the AGAWA CANYON, ALGOLAKE, ALGOPORT, ALGORAIL, ALGOSOO, ALGOWAY, ALGOWOOD, JOHN B. AIRD, and SAUNIERE will be accomplished through attrition as follows:

- a) Notwithstanding Article 9 (b), should a permanent Tunnelman position become available on the above-mentioned vessels it will not be filled.
- b) Notwithstanding Article 9 (b), should a permanent Tunnelman position become available on any other self unloader within the fleet, it will be offered to the Tunnelman on the above-mentioned vessels first, If the affected employees do not bid on the vacancy, the Tunnelman on the above-mentioned vessels with the least seniority will be automatically transferred and his position will not be filled.
- c) Notwithstanding Article 9 (b), the permanent Tunnelmen on the above noted vessels may notify the crewing department of their interest on other vacancies (such as MA or AB) within the fleet during the attrition process. If appointed, subject to qualifications, to the position of interest, the vacancy created will not be filled.
- d) It is also understood that until such time as the crew reduction is effected on the above-mentioned vessels, there will be no relief required for the Tunnelmen during vacation periods.

Note #2 Manning on additional vessels will be negotiated individually or by class of vessels, taking into consideration the level of automation and mechanisation onboard the new vessel.

Note #3 To assist with the integration of qualified redundant porters until such time as they have been permanently assigned to a vessel in the fleet, the parties agree to create temporary permanent relief positions where feasible, such as relief 2<sup>nd</sup> cook. Such assignment, when available, cannot be refused by the employee. Those not integrated will be subject to Article 42.

## APPENDIX "E"

### LETTER OF UNDERSTANDING

#### Fringe Benefits

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

#### SEAFARERS' MEDICAL PLAN

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

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

#### S.I.U. OF CANADA PENSION PLAN

Effective June 01, 2006, or at any other time during the duration of this Collective Agreement, the Company may, at its discretion, provide all permanent and permanent relief employees membership in a Company Pension Plan, providing such plan is at least equivalent to the existing Seafarer's International Union of Canada Pension Fund and providing that the majority of the employees affected agree to such transfer. Should the Company not provide a pension plan or should membership in the Company pension plan not be approved by a majority of the employees affected the Company then agrees:

To make a monthly contribution to the Seafarers' International Union of Canada Pension Fund for each employee covered by the Pension Fund as follows:

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

## APPENDIX "F"

### LETTER OF UNDERSTANDING

#### Interpretation

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

## APPENDIX “G”

### LETTER OF UNDERSTANDING

#### Winter Work

It is agreed between the parties that ~~work~~ performed under Article 21 clause (k) on an intermittent basis shall be paid by cash or by cheque. Should ~~an~~ employee be engaged under this clause of Article 21 for a period of one week or more ~~on a~~ consecutive daily basis, then fringe benefits referred to in Article 37 shall apply.

**MOBILE UTILITY EMPLOYEES ADDENDUM**  
**TO THE**  
**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**SEAFARERS’ INTERNATIONAL UNION OF CANADA**  
**AND**  
**ALGOMA CENTRAL MARINE**

**1. SCOPE OF THE ADDENDUM.**

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

**2. SIZE**

- (a) The minimum number of Mobile Utility Employees for Algoma Central Marine shall be ten **(10)** employees.
- (b) Mobile Utility Employees may be used to relieve each other for the purpose of time ~~off~~.
- (c) The Company may add employees to augment its minimum number of Mobile Utility Employees should they require more than ten **(10)** Mobile Utility Employees.
- (d) The Company shall call the Dispatch Hall for extra temporary crewmen when the work requires more than ten **(10)** crewmen.

**3. DUTIES**

- (a) No Mobile Utility Employees shall be used ~~to~~ replace ship’s crews during normal working hours while the vessel is in operation.
- (b) Mobile Utility Employees can be used to augment a classification if required.

#### 4. WAGES AND HOURS OF WORK

- (a) The **hours** of work for members of Mobile Utility Employees shall be as follows:
- i) The first forty (**40**) hours of work in any work week shall be paid at the basic hourly rate, regardless of which days of the week they are. All other hours worked shall be paid at the overtime rate;
  - ii) The work week shall commence **on** Mondays; and
  - iii) No employee shall be required to perform more than sixteen (**16**) hours of continuous work, including meal hours, in a twenty-four (**24**) hour period.
- (b) All permanent Mobile Utility Employees shall be guaranteed a minimum of one thousand seven hundred and fifty (**1750**) hours per calendar year.
- (c) All hours worked shall count as one (1) hour toward the annual guaranteed hours.
- (d) Should a Mobile Utility Employee be offered work and refuse it, the hours offered shall be deducted from the annual guarantee hours.
- (e) Hours paid for but not worked shall be deducted from the annual guaranteed hours.
- (f) The hourly rate of pay for a Mobile Utility Employee shall be twenty-two **dollars** and ninety-seven cents (**\$22.97**) per basic hour and thirty-four **dollars** and forty-six cents (**\$34.46**) per hour for overtime.
- Effective June 01, **2007** and on June 01 of each subsequent year ~~to~~ **June 01, 2010**, the wage rates shall be increased by the same percentage **as Article 19, Schedule of Wages**.
- (g) Mobile Utility Employees who are required to **work** away from his Home Port for seven (7) consecutive days shall be provided with a minimum of fifty-six (**56**) hours of work for those (7) consecutive days.

#### 5. TRAINING

Arrangements for the training of Employees for the specific duties of Mobile Utility Employees shall be made through the Company.

#### 6. HOME PORT

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

#### 7. TRANSPORTATION COSTS

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

#### 8. ROOM AND MEAL ALLOWANCE

- (a) Should a Mobile Utility Employee be required to work in a location other than their Home Port, the Company shall provide for room and board in accordance with the provisions of the Collective Agreement.



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

**9. TIME OFF**

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

**10. GENERAL**

- (a) Specifically, Mobile Utility Employees shall not be covered by the provisions of Articles 20, 21, 22 or 29 of the Master Collective Agreement

Due to the fact that this is a new undertaking, the parties agree to meet regularly to review the Mobile Utility Employee concept and its operation and to discuss any problem areas. Should a problem arise in the operation, this addendum may be amended provided that both parties agree to the amendment.

Letter to: Michel Desjardins  
Seafarers' International Union of Canada

From: Graham Fisher  
Algoma Central Marine

Dear Sir,

Effective June 1, **2006**, a wage increase of **2.8%** will be applied to the ~~Porters~~ rates of pay as follows:

	Basic Hourly Wage Rate (MonFri)	Time & One Half Overtime Rate per hour worked Sat. & Sun. & in excess of 8 hrs. MonFri	Double Time Overtime Rate per hour worked in excess of 8 hrs. Sat & Sun
Porter	<b>\$18.11</b>	<b>\$27.17</b>	<b>\$36.22</b>