

COLLECTIVE AGREEMENT

BETWEEN



CANADIAN MERCHANT SERVICE GUILD

Hereinafter referred to as
“THE GUILD”

And

Algoma Great Lakes Shipping Inc.

(ENGINEERS & ELECTRICIANS)

Hereinafter referred to as
“THE COMPANY”

June 1, 2012 – May 31, 2016

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1. DEFINITIONS

For the purposes of this agreement:

- 1.1 “Vessel(s) or “Company vessel(s)” means any one or more of the vessels owned and operated by the company or operated under bareboat charters to it.
- 1.2 “Officer(s)” means the Officer or Officers, employed by the Company as Second, Third, Fourth, and Electrician and who are on the seniority list referred to in paragraph 6 hereof.
- 1.3 “Former Officer(s)” means Officer(s) not presently employed by the Company but who have been retained on the seniority list referred to in paragraph 6 hereof.
- 1.4 ““Senior Officer(s)” means Officer(s) that, in accordance with the provisions of the seniority Article of this agreement, have been employees of the Company for a greater period of time respective to other Company employees in the classifications covered by this agreement.
- 1.5 “Navigation season” means the period of time beginning in one calendar year and ending in the same or next calendar year, commencing on the date of spring fit-out by engineers of the first of the Company’s vessels and ending with the winter lay-up of the last of the Company’s vessels.
- 1.6 “Vessel’s navigation season” means the period of time commencing on the date in any one calendar year that the engine department of such vessel commences fit-out and ending on the date in that or the immediately succeeding year that the engine department of such vessel completed lay-up.
- 1.7 “Employment year” means that period of employment commencing from the date in any calendar year that an Officer shall commence his employment with the Company and terminating on the date in that or the immediately succeeding calendar year that such employment shall be terminated.
- 1.8 “Justifiably absent” or “justifiable absence” means absence by an Officer from his employment pursuant to the provisions of Article 14 of this Agreement, or from employment on company vessels that are sold or laid-up as a result thereof, or due to illness or injury, or for any other reason satisfactory to the Master, Chief Engineer or the Company.

2. PREAMBLE

- 2.1 The general purpose of this agreement is to ensure for the Company, the Officers and the Guild the full benefits of orderly and legal collective bargaining and to ensure the safety and physical welfare of the Officers, economy of operation of the Company’s vessels, a high standard of service and the protection of property. The Company, the Officers and the Guild agree they will co-operate fully, both individually and collectively, for the advancement of the conditions of employment of the Officers.
- 2.2 **During the life of this Agreement, when in the opinion of the parties matters of interest arise that require discussion, the parties may make arrangements to meet. Whenever possible, the topics of discussion will be identified prior to the meeting.**

3. BARGAINING UNIT

- 3.1 This agreement shall cover the Engineering and Electrical Officers employed by the Company on vessels owned, operated or under bareboat charter or otherwise effectively

controlled the Company either directly or indirectly.

4. RECOGNITION

4.1 The company recognizes the Guild as the sole bargaining agent for all the Officers.

5. UNION SECURITY

5.1 The Company shall endeavor to employ only members of the Guild in good standing. All Officers covered by this agreement, shall, as a condition of continued employment, maintain membership in the Guild for the duration of the agreement.

5.2 An Officer is deemed to be a member in good standing of the Guild until the Guild determines that the Officer is not in good standing pursuant to the Guild's Constitution, Rules and Regulations, and until the Guild gives notice to the Company that the Officer is not in good standing.

5.3 The Guild shall indemnify the Company, its vessels, Officers, servants and agents and hold it or any of them harmless against any and all suits, claims, demands and liabilities that arise out of or by reason of any action taken by them or any of them for the purpose of complying with the foregoing provisions of this section or that arise out of or by any reason of reliance by them or any of them on any list or notice furnished to the Company by the guild pursuant to the provisions of this section.

5.4 The Company recognizes the Guild as the source of supply for all Officers covered by this agreement and will make all requests for personnel from the office or sub-office of the Guild, as required in this agreement. Such requests shall be confirmed in writing, **email** or by fax and shall specify whether or not the job is permanent or relief and the rating required.

5.5 Any person not a member of the Guild, hired or promoted **to** the position of Officer, shall, within **fifteen (15)** days of employment, make application for membership in the Guild. Such application may be made by **email**, fax, or otherwise directed to the head office or sub-office of the Guild.

5.6 The actual selection and hiring of Officers shall be at the discretion of the Company and the Chief Engineer. Officers who are not accepted must be supplied with the reason in writing within five (5) business days with a copy to the Guild. **The termination of a probationary Officer is not considered a grievable difference unless the termination is administered in a manner that is arbitrary, discriminatory, in bad faith, or breaches human rights or other employment related statutes.**

5.7 When an Officer is dispatched to a ship at the company's request and is refused by the Chief Engineer, the Officer shall be paid reasonable transportation to and from the Vessel, plus eight hours pay at basic hourly rate. If a ship is delayed in transit and the Officer must stay overnight waiting for the vessel, the Company agrees to pay reasonable living expenses supported by receipts until arrival of the vessel or until the call is cancelled, and the Officer's basic hourly rate will be paid from the date on which the Officer was to report for duty.

5.8 The Guild agrees that the membership of any Officer shall not be denied, suspended, or terminated other than in accordance with the Constitution, Rules and Regulations of the Guild.

5.9 When an Officer joins a vessel, the Company shall, as a condition of employment, deduct the monthly dues and/or initiation fees as required or requested by the C.M.S.G. The amount(s) so deducted will only be changed during this Agreement to conform with

changes in the amount of the regular dues or fees of the Guild in accordance with its Constitution and By-Laws.

- 5.10 If the Company requires an employment interview or requires the attendance of an officer for any other kind of meeting at the Company's office, or at another locale, the Officer shall be paid expenses for travel, accommodation and meals.

Officers will be given at least **forty-eight (48) hours** notice of such meeting **provided Guild representation is available within that time period. The Officer** will be informed of the nature of the meeting and who will be present at the meeting on behalf of the Company.

6. SENIORITY AND PROMOTION

- 6.1 Seniority shall be the determining factor in all matters of appointments, vacancies and layoffs. It is understood that the Officer must possess the required certification necessary for the position. The employee shall, by November 15th of each year, notify the company as to a preference of vessel appointment for the next navigation season. Vessel selections will be based on operational, regulatory and certification requirements of the Company and where, in the opinion of the Company, there is more than one officer who meets the above requirements equally, seniority shall prevail. These preferences will be considered when appointments are finalized. The Company will advise the Officer as to whether his preference has been provided by January 31st.

- 6.2 The Company shall, by January 1st of each year prepare a seniority list and forward this list to the Guild. The seniority list shall consist of the following categories: Second Engineer, Third Engineer, Fourth Engineer, Electrician. **The seniority list will be distributed to the Guild and all Officers.**

The Company agrees, by January 31st, **but not later than February 15th** of each year, to prepare an appointment list for engineering officers. Upon completion of the appointment list, **the Guild will be forwarded a copy for review and then** Officers will be advised of their vessel appointments. An updated **Officer Position Report** will be forwarded to the Guild **weekly**.

The seniority list shall be divided into each of the following types:

- (a) Company seniority-length of service with the Company;
 - (b) Officer seniority-length of service as an Officer with the Company;
 - (c) Position seniority-length of service in a particular classification, i.e., 2nd Engineer, 3rd Engineer.
- 6.3 An Officer shall earn seniority in each classification as follows:
- (a) Company seniority – retroactive to date of employment with the Company, probationary period completed;
 - (b) Position seniority – retroactive to first date in position, unless forfeited by promotion, probationary period completed.
- 6.4 In the event of a dispute over the seniority date of an Officer in any category, that Officer, or the Guild on the Officer's behalf, shall have sixty (60) days to notify the Company of the error. Once notified, the Company and the Guild shall make arrangements to discuss the disputed date. If no agreement is reached, the matter may be referred to arbitration. If the Officer does not notify the Company of the disputed date,

that date shall remain until the issue of the next seniority list.

- 6.5 Notwithstanding promotion to second engineer, where ability shall be considered in conjunction with seniority, all other promotions shall be done on the basis of seniority.

2nd Engineer Positions

- (a) **Officers hired/promoted into the position of Second Engineer must hold a second class engineering license. Those on the Second Engineer seniority list at the time of ratification of this agreement will be grandfathered.**
- (b) **When there is an opening for a Second Engineer on the seniority list that is created due to an Officer leaving who did not possess a 2nd class certificate from the following vessels: J.D. Leitch, Algoma Navigator, Algoma Enterprise or Stephen B. Roman and there are no permanent Officers who possess a Second Class certificate who are suitable for promotion, then permanent Officers currently holding a place on either the Third Engineer or Fourth Engineer seniority list who are suitable for promotion will be offered the opportunity in accordance with the seniority provisions of the collective agreement and with the understanding the Officer must obtain their Second Class certificate within thirty-six (36) months from the time they are placed in the position.**

The Company will work with the Officer to develop an individualized training plan and, at the Company's discretion, assist with training resources in order to prepare the Officer to write the Transport Canada required examinations. The plan will be drafted by the Company and provided to the Officer within one (1) month. During the thirty-six month period the Officer is expected to actively participate in the training plan and make reasonable efforts to obtain their certificate. The Company will periodically review the plan with the Officers to ensure progress is being made.

If the Officer cannot obtain their Second Class certificate within the thirty-six (36) month period, they will revert to their previously held position in accordance with their grade seniority of the position previously held.

Other Engineering and Electrical Officer Positions

The Company agrees to fill position vacancies in the following manner, where Officers have the required certificate for the vacant position:

- (a) with the next most senior Officer in the same category; the Company's obligation to offer promotion to the Officer ceases after the second such offer and refusal; if that Officer refuses promotion, the position shall be offered to the next most senior, and so on; then
- (b) with the most senior Officer in the category below the one in which the vacancy occurred; if that Officer refuses promotion the position shall be offered to the next most senior, etc.;
- (c) with other available and qualified Officers, subject to Article 5.

All Officers promoted shall be on probation for a period of three (3) months. If, subject to the grievance procedure, the Officer does not perform the duties of the new position in a manner satisfactory to the Company, the Officer may be returned to his/her previous position.

All Officers who accept promotion shall forfeit seniority in the position from which they are promoted after twenty-four (24) months.

An officer promoted to a position outside the scope of this agreement shall also maintain seniority for a period of twenty-four (24) months. To exercise seniority rights and move back into a bargaining unit position, an Officer so promoted must maintain Guild membership for the previous twenty-four (24) months.

- 6.6 **In the event of a layoff in a particular category (2nd Engineer, 3rd Engineer, 4th Engineer, Electrician), and provided the Officer is sufficiently qualified, the Officer with the least position seniority in that category shall be the Officer laid off. If an Officer does not have sufficient position seniority to displace within their current category, Officers shall be permitted to exercise seniority in the subsequent lower category based on their Company seniority.**

For example, should a permanent Second Engineer (2/E) not have sufficient position seniority to displace the most junior 2/E, the Officer would be eligible to displace the most junior Third Engineer (3/E), if the Officer's Company seniority permits. If no Officers are employed in the 3/E position with less Company seniority than the displaced 2/E, the Officer (2/E) would be eligible to displace the most junior Fourth Engineer (4/E), again based on Company seniority. If no 4/E is currently employed with less Company seniority the 2/E would be laid off.

In the event that an Officer is displaced due to layoff and there no longer exists a position within that Officer's classification which to be appointed to for the subsequent navigation season, that Officer shall continue to hold their position on the seniority list but shall be appointed to a position in the next lower category where their Company seniority shall allow.

Should a vessel return or come into service the displaced Officer shall have the right to return to their previous position provided the Officer is sufficiently qualified.

Officers who have been laid off shall maintain and accrue seniority for a period of twenty-four (24) months.

- 6.7 (a) **In the event that a vessel incurs a temporary lay-up between June 30th and September 1st, the right to exercise seniority shall not apply until after fourteen (14) days have elapsed from the date of layoff. The Officer(s) that are laid off must notify the Company in writing (post, email, fax, etc.) if they intend to exercise this right.**
- (b) In the case of a temporary vacancy, (to a maximum of thirty (30) days) the Company shall be permitted to fill such vacancy with an Officer where warranted provided no other Officer is on the relief list.

- 6.8 Seniority shall not be affected if an employee is justifiably absent or on leave pursuant to Article 14. Seniority shall be forfeited and employment terminated if an Officer is dismissed for just cause and not reinstated through the grievance/arbitration procedure.

- 6.9 Seniority shall not be established for work in temporary positions.

7. DEDUCTION OF DUES

- 7.1 The Company shall deduct from the monthly wages of each Officer in its employ, covered by this agreement, the monthly amount of dues as advised annually by the Guild by registered letter indicating the months in which the deductions are to begin and cease.

- 7.2 The Company shall also deduct, on receipt of a billing list from the Guild, initiation fees

and dues owing from the wages of Officers concerned.

- 7.3 The Company shall forward at the Guild at **15 Albert Street West – Unit #201, Thorold, ON L2V 2G2**, the aggregate of the amounts so deducted not later than thirty (30) days following the day on which the deductions were made together with a list of the Officers and the amount deducted from each Officer.

8. GRIEVANCE PROCEDURE

In the event of a grievance or dispute on any of the Company's vessels regarding interpretation, application, or compliance with the provisions of this agreement or as to any question relating to the wages, hours of work or other conditions of employment or any changes made, there shall be no interruption or impeding of work, work stoppages, strikes or lockouts, but the parties shall attempt to settle the matter as follows:

- 8.1 An Officer who has a grievance or dispute shall present it in writing, within thirty (30) days of becoming aware of the circumstances giving rise to the grievance, to the Chief Engineer of the vessel **and** Guild Representative. The Officer and/or the Guild Representative acting on his/her behalf shall, within thirty (30) days from the date of such presentation, meet with the Chief Engineer of the vessel to discuss the grievance or dispute. The parties shall make every effort to resolve the dispute. **If the Chief Engineer is not living aboard or is not available, such grievance must be submitted directly to the Company within the same time limit of its alleged occurrence. The Company must reply to the written grievance within thirty (30) days of its receipt.**
- 8.2 If settlement is not achieved within ten (10) days from the date of the meeting with the Chief Engineer, the Officer or the Guild may, by notice in writing, request a meeting with the company to further attempt to resolve the issue in accordance with the terms of this agreement. **Within thirty (30) days the Guild representative acting on the Officer's behalf must meet with a Company representative in order to discuss the grievance, and if possible, to achieve a settlement. The Company representative shall render their decision in writing within twenty-one (21) days.**
- 8.3 The Guild shall also have the right on behalf of one or more of the Officers to file a grievance within thirty (30) days of becoming aware of its occurrence. In this instance, the grievance procedure shall commence as directed in 8.2 of this Article.
- 8.4 In the event that a settlement of a grievance or dispute cannot be reached under the provisions of this Article the grievance or dispute may be submitted to arbitration by either party. Reference to arbitration must be made by either party within **twenty-one (21) days** of the meeting at second level as described in 8.2 or 8.3.
- 8.5 The time limits indicated in this Article are mandatory. However, the time limits may be extended by mutual consent, which will not be unreasonably withheld.

9. ARBITRATION

In the event that disputes or grievances arise between the Parties, and resolution is not achieved through Article 8, the matter in question may be referred to arbitration as follows:

- 9.1 An Arbitrator satisfactory to both Parties shall be appointed to hear the dispute. Failing to reach agreement on an Arbitrator, the Party requesting arbitration shall request the appointment of same through the Federal Minister of Labour.
- 9.2 In the event that the Arbitrator must vacate his position by reason of death, incapacity or resignation, any such vacancy shall be filled in the same manner as in 9.1.

- 9.3 A statement or statements of the dispute or questions to be arbitrated shall be submitted by both parties, either jointly or separately to the Arbitrator.
- 9.4 The decision of the Arbitrator shall be limited to the dispute or question described and contained in the statement submitted by the parties and such decision shall not change, add to, or disregard any of the terms of this agreement. The decision of the Arbitrator, made within the jurisdiction and authority as herein defined, shall be final and binding upon the Company, the Guild and all Officers concerned.
- 9.5 The Guild and the Company shall jointly pay the fees and expenses of the Arbitrator, unless the Arbitrator deems otherwise.

10. STRIKES AND LOCKOUTS

- 10.1 There shall be no strikes, lockouts, tie-ups, slowdowns, work stoppages or any other interruptions of work during the term of this agreement. All disputes shall be settled pursuant to the grievance and/or arbitration procedures set forth in Articles 8 and 9 of this agreement. It is agreed for the purposes of this agreement that refusal of a member of the Guild to pass through a lawful picket line shall not be construed as a violation of this agreement and shall not be a reason for any discipline or discharge.
- 10.2 The Company agrees not to discriminate against any member of the Guild in any manner for lawful action taken by such member either under the provisions of Article 8 or to enforce any other rights under any other provisions of this agreement.

11. BOARDING OF VESSELS

- 11.1 The Company agrees to issue boarding passes to authorized representatives of the Guild for the purpose of consulting with Officers. Such representatives shall be permitted to board the Company's vessels and shall have the right to engage in discussions with Chief Engineers in charge of the company's vessels with respect to any grievance or dispute, or to meet with the Officers covered by this agreement.
- 11.2 The representatives shall not interfere in any way with the operation of the Company's vessels **or retard the work of the vessel, subject to the penalty of revocation of the pass granted by the Company pursuant to this section. Passes shall not be unreasonably revoked and the Company will provide the Guild with a written rationale for such revocation.**
- 11.3 No representative shall be entitled to receive a boarding pass or to board any of the Company's vessels until he has signed and presented to the Company a release in form satisfactory to the Company, under the terms of which such representative shall release the Company from all liability for any loss or damage to property or for loss of life or for any injury sustained by him while aboard any of the company's vessels or while in or about any property owned by or under the control of the Company.

12. WAGES, HOURS OF WORK, OVERTIME, STATUTORY HOLIDAYS

During the term of this agreement, the following provisions shall apply with respect to hours of work and compensation.

- 12.1 Statutory Holidays are: New Year's Day, January 2nd, Good Friday, Easter Monday, Victoria Day, first Monday in June, Dominion Day, First Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.
- 12.2 **For current permanent and relief list AGLSI Officers who are hired before May 1,**

2014 the following shall apply:

“Normal work week” means a week consisting of seven (7) days, five (5) regular work days from Monday to Friday 06:00 to 20:00, Saturday at time and one-half basic rate for a regular work day and Sunday at two times basic rate for a regular work day. Time worked beyond regular hours on Saturday to be paid at double time; time worked beyond regular hours on Sunday to be paid at double time and a half.

For Officers hired into a permanent position and/or relief employees on or after May 1, 2014 the following shall apply:

“Normal work week” means a week consisting of seven (7) days, five (5) regular work days from Monday to Friday 06:00 to 20:00, Saturday at time and one-half basic rate for a regular work day and Sunday at two times basic rate for a regular work day. Time worked beyond regular hours on Saturday and Sunday to be paid at double time.

- 12.3 “Three watch systems” means the division of the work day into three watches of four hours on duty followed by eight (8) hours off.
- 12.4 “Normal daily working hours” means for all Officers eight (8) hours of work of a regular work day during a vessel’s navigation season when such hours are worked in accordance with the three watch system.
- 12.5 “Regular day working hours” shall be 0600 hours to 2000 hours. Such working hours shall be comprised of eight (8) consecutive hours exclusive of meal period.
- 12.6 “Overtime work” means any hours worked in excess of the normal daily working hours or the regular daily working hours and “overtime rate” means one and one-half times the regular hourly rate as included in this agreement.
- 12.7 When two (2) or more types of overtime or premium compensation apply to the same hours of work, only the higher rate of compensation shall be paid. In no case will overtime or premium compensation be duplicated or pyramided.
- 12.8 During a vessel’s navigation season each Officer shall work the normal work week.
- 12.9 Should a statutory holiday fall on a Saturday or Sunday, the following work day(s) will be observed as the holiday.
- 12.10 Where an Officer employed by the Company is not required to work on a holiday that falls in his employment year he/she shall be paid his regular wage for that day. If a statutory holiday falls during an Officer’s vacation he/she shall receive one (1) additional day’s pay on the first pay day following return to work.
- 12.11 Where an Officer employed by the Company is required to work on any regular work day in excess of the normal daily working hours or the regular day working hours, or part thereof, the Officer shall be paid the overtime rate for time so worked.
- 12.12 **For current permanent and relief list AGLSI Officers who are hired before May 1, 2014 the following shall apply:**

For hours worked on Saturday or Sunday an Officer shall be paid as follows:

- 1. During fit-out and lay-up (including overtime hours) at double his regular rate of pay; and

2. During the navigation season:

(a) On a Saturday, time and a half for the first eight (8) hours and double the regular rate for each hour worked in excess of eight (8) hours.

(b) On Sunday, at double time for the first eight (8) hours and double time and a half for all hours worked in excess of eight (8) hours.

For Officers hired into a permanent position and/or relief employees on or after May 1, 2014 the following shall apply:

For hours worked on Saturday or Sunday an Officer shall be paid as follows:

1. During fit-out and lay-up, an Officer who is required to work on a Saturday shall be paid at the time and one half (1½) rate of pay for the first eight (8) hours and double time (2) after eight (8) hours.

2. If required to work on a Sunday during the annual repair period, he shall be paid at the double time (2) hourly wage rate for all hours worked.

During the navigation season:

(a) On a Saturday, time and one half the hourly wage rate for the first eight (8) hours worked and at double time (2) after eight (8) hours.

(b) On Sunday, double time (2) hourly wage rate for all hours worked.

12.13 All Statutory Holidays, except those occurring when an Officer is laid off, shall be paid at double time and a half.

12.14 When an Officer performs overtime work which ceases before the expiration one (1) hours the Officer shall still be credited with one (1) hour's overtime.

12.15 Once an Officer has completed one (1) hour of overtime, for each subsequent half hour period or less of overtime work the Officer shall be credited with the overtime rate for a full one-half hour period.

12.16 In the event that an Officer is relieved when performing overtime work and is subsequently recalled (except for his regular watch), within a two (2) hour period, the Officer shall continue to receive overtime as if he had not been relieved.

12.17 Where an Officer is required to relieve for meals in port he shall receive one (1) hour's overtime at the overtime rate.

12.18 During refit, lay-up, and dry-docking, the position of Duty Engineer shall be voluntary, as agreed between the Officers. If the Officer is required by the Chief Engineer to remain on board, the Officer shall be paid as 12.23.

If such Officer volunteers to be the duty engineer, he shall be compensated at the rate of seventy-five dollars (\$75.00) per day. If such officer does not volunteer he/she shall be paid stand-by time as though he had worked.

12.19 The words "tons" in this agreement means "cargo deadweight tons", and mid-summer draught.

12.20 In any given calendar year, for every day worked in excess of 260 days with the

Company, a bonus of ten percent (10%) of the basic daily rate shall be paid for all such additional days worked at the end of the calendar year or season.

- 12.21 When an Officer has to stand 6/6 watches for any reason the watches shall be set as follows:
 0000 – 0630 0630 – 1200
 1200 – 1730 1730 – 2400
- 12.22 An Officer shall not suffer any loss of basic pay if laid off for a period of less than five (5) consecutive days.
- 12.23 When an Officer is required by the Chief Engineer or Master to remain on board in port during the navigation season while off watch, he shall be paid at his regular basic rate.
- 12.24 Where an Officer does not receive one-half hour in which to eat a meal, he shall be paid an additional hour at the appropriate overtime rate.

13. RATES OF PAY

- 13.1 The rates of pay in effect from June 1, 2012 to May 31, 2014 inclusive for permanent and relief list AGLSI Officers hired before May 1, 2014 are:

POSITION	BASIC HOURLY RATE	OVERTIME RATES		
		1.5	2	2.5
2 nd Engineer	\$36.35	\$54.53	\$72.70	\$90.88
3 rd Engineer	\$33.02	\$49.53	\$66.04	\$82.55
4 th Engineer	\$32.11	\$48.17	\$64.22	\$80.28
Electrician	\$33.02	\$49.53	\$66.04	\$82.55

Effective June 1, 2014 – 1.5% increase to base wages.

POSITION	BASIC HOURLY RATE	OVERTIME RATES		
		1.5	2	2.5
2 nd Engineer	\$36.90	\$55.35	\$73.80	\$92.25
3 rd Engineer	\$33.52	\$50.28	\$67.04	\$83.80
4 th Engineer	\$32.59	\$48.89	\$65.18	\$81.48
Electrician	\$33.52	\$50.28	\$67.04	\$83.80

Effective June 1, 2015 – 1.5% increase to base wages or COLA, whichever is higher.

- 13.2 The rates of pay in effect for permanent and relief employees hired on or after May 1, 2014 are:

May 1 - 31, 2014:

SELF-UNLOADERS

POSITION	BASIC HOURLY RATE	OVERTIME RATES	
		1.5	2
2 nd Engineer	\$36.35	\$54.53	\$72.70
3 rd Engineer	\$33.02	\$49.53	\$66.04
4 th Engineer	\$32.11	\$48.17	\$64.22
Electrician	\$33.02	\$49.53	\$66.04

BULKERS

POSITION	BASIC HOURLY RATE	OVERTIME RATES	
		1.5	2
2 nd Engineer	\$35.49	\$53.24	\$70.98
3 rd Engineer	\$32.22	\$48.33	\$64.44
4 th Engineer	\$31.34	\$47.01	\$62.68

Effective June 1, 2014 – 1.5% increase to base wages.

SELF-UNLOADERS

POSITION	BASIC HOURLY RATE	OVERTIME RATES	
		1.5	2
2 nd Engineer	\$36.90	\$55.35	\$73.80
3 rd Engineer	\$33.52	\$50.28	\$67.04
4 th Engineer	\$32.59	\$48.89	\$65.18
Electrician	\$33.52	\$50.28	\$67.04

BULKERS

POSITION	BASIC HOURLY RATE	OVERTIME RATES	
		1.5	2
2 nd Engineer	36.02	\$54.03	\$72.04
3 rd Engineer	32.70	\$49.05	\$65.40
4 th Engineer	31.81	\$47.72	\$63.62

Effective June 1, 2015 increase the basic hourly rate 1.5% or COLA, whichever is higher.

14. LEAVE OF ABSENCE

It is agreed that an Officer may be absent from his employment with the Company.

- 14.1 Such absence may be requested for any reason for two (2) periods during the navigations season. Each period of leave of absence must be for at least fourteen (14) days; the Officer will not forfeit seniority or other rights acquired under this collection agreement for any such leave of absence.
- 14.2 An Officer will not be paid during such leaves of absence.
- 14.3 Any officer desiring a leave of absence must first obtain the approval for the absence from the Chief Engineer of his vessel or the Company; and a replacement or satisfactory arrangement for such absent officer shall have been obtained. Such approval shall not be unreasonably withheld.
- 14.4 For Guild business, an officer shall be granted a leave of absence for such reasonable period as agreed between the Company and the Guild, without loss of seniority or other rights acquired under the provisions of this agreement.
- 14.5 An Officer requesting leave under 14.4 must be elected or appointed as Guild representative.
- 14.6 Subject to satisfactory leave arrangements, the Company agrees to pay the basic daily rate plus benefits for an officer while attending negotiations. The Guild shall confirm the participation of any such Officer in writing to the Company.
- 14.7 Such Officer shall return to regular employment upon the expiration of such period or periods of absence, or otherwise obtain, prior to such expiration, a written authorized renewal approved by both the company and the Guild.
- 14.8 An Officer may request Parental Leave in compliance with existing Federal legislation.
- 14.9 The Company may defer or alter dates for the request for parental leave at the request of the Officer. Such leave may be divided into two (2) separate leave periods provided such request for Leave is submitted upon the initial application for parental leave. The Company may also require the Officer to submit a copy of the child's birth certificate.
- 14.10 Upon written request to the Company at least one week in advance with copy to the Guild, the Company shall grant to an Officer with "three (3) or more" years of seniority leave of absence without loss of seniority and without pay for a period of up to one (1) year. **Such leave may be divided into two (2) separate leave periods provided such request for leave is submitted upon the initial application for leave.** It is agreed every such additional one (1) year period of leave will be preceded by further successive periods of "three (3) or more" years of service with the Company.
- 14.11 **If an employee wishes to take an unpaid leave of absence for educational purposes related to career advancement with the Company the above stipulations may not apply and the Company may at its sole discretion provide an employee with the requested leave of absence without pay and without loss of seniority regardless of years of seniority, time between leaves and/or duration of leave.**
- 14.12 Except where an Officer is absent pursuant to the provisions of this Article, if absent for a period of twelve (12) months or more, seniority shall be forfeited; in the event that an officer fails to return to his employment on the expiration of the approved absences, the Company shall have the right to discharge such officer.

14.13 Under no circumstances will an employee be granted any leave of absence to obtain alternate employment with a competitor in the marine industry. It is understood there may be exceptional circumstances where an employee may require a leave of absence, but while on leave may find it necessary to earn income. However, in these circumstances leaves will not be granted or will be revoked if an employee accepts employment with a competitor in the marine industry.

15. COMPANY BUSINESS

15.1 If an Officer is required by the Company to be absent from employment on Company business or if the presence of any Officer is required by the Company at any inquiry concerning the Company conducted by the Department of Transport, or a Court of other legal or administrative tribunal including an Arbitration hearing, the Officer shall be paid regular wages plus benefits during the period of such absence and the Company shall pay or reimburse the Officer for all reasonable travelling expenses incurred upon production to the company of proper receipts. The phrase "Company business" shall not for the purposes of this Article include the annual meeting held by the Company for its Officers.

16. TRANSFER EXPENSES

16.1 If an Officer is transferred by the Company from one vessel to another, the wages and benefits of the Officer shall continue to be paid and the Officer shall be reimbursed for all reasonable travelling expenses incurred in travelling from one vessel to the other.

17. SICK LEAVE AND COMPASSIONATE LEAVE

17.1 **For current permanent and relief list AGLSI Officers who are hired before May 1, 2014 the following shall apply:**

An Officer shall be granted reasonable absence from employment with pay for a period not to exceed the (10) consecutive days in the event of the death of any of his sister, brother, parents, parents-in-law, or grandparent, grandchildren or any other relative domiciled at the Officer's residence or listed as a dependent, at the Officer's basic rate of pay.

The following applies to permanent and relief Officers hired on or after May 1, 2014:

An Officer shall be granted reasonable absence from employment with pay for a period not to exceed seven (7) consecutive days in the event of the death of any of his sister, brother, parents, parents-in-law, or grandparent, grandchildren or any other relative domiciled at the Officer's residence or listed as a dependent, at the Officer's basic rate of pay.

17.2 **For current permanent and relief list AGLSI Officers who are hired before May 1, 2014 the following shall apply:**

In the case of a wife, husband or child, twenty (20) days of leave will be granted with pay at the Officer's regular basic rate. Claims for compassionate leave must be submitted by the Officer in writing to the Company, along with proof of bereavement.

The following applies to permanent and relief Officers who are hired on or after May 1, 2014:

In the case of a wife, husband or child, fourteen (14) days of leave will be granted with pay at the Officer's regular basic rate. Claims for compassionate leave must be

submitted by the Officer in writing to the Company, along with proof of bereavement.

- 17.3 If the death of a relative referred to in Articles 17.1 and 17.2 occurs within two weeks of an Officer's due return date from accumulated leave, Articles 17.1 and 17.2 will apply from the Officer's due return date.
- 17.4 An Officer shall be granted reasonable absence from work without pay in the event of injury or illness to the Officer's wife, (including common-law spouse), husband, children, sister, brother, parent, parent-in-law or grandparent, after completion of sixty (60) days of continuous employment with the Company.
- 17.5 **The following applies only to current permanent and relief list AGLSI Officers who are hired before May 1, 2014:**

An Officer shall receive sick leave with pay to a maximum of the first seven (7) days of sickness if forced to leave the vessel due to personal illness. The Officer must supply a medical certificate to the Company for the absence. Once supplied, the Officer shall qualify for such leave at the Officer's basic daily rate. For the purpose of this clause an Officer must qualify for weekly indemnity as described under the Guild's Family Security Plan.

- 17.6 An Officer shall retain seniority status during leave of absence periods. At any time during such absence or upon return to work, the Company shall have the right to request from such Officer proof of the illness, injury or death as aforesaid.

18. DISMISSAL

- 18.1 No Officer shall be dismissed without just cause.
- 18.2 Any Officer dismissed shall be notified in writing, **in person** or by registered mail. In the event that an Officer requests further details of the reasons for dismissal, the Company shall be required to provide same in writing within seven (7) days of the request by the Officer.
- 18.3 All dismissals **of permanent Officers and those Officers on the relief list** are subject to Article 8.

19. APPRENTICES OR CADETS

- 19.1 An apprentice or cadet shall stand watch only under the supervision of an Officer.

20. ACCOMMODATION

- 20.1 Whenever possible, an Officer shall have an individual stateroom furnished and equipped in accordance with the standards prevailing for the particular class of vessel upon which the Officer is employed.
- 20.2 On vessels where the Company maintains a three (3) person galley complement, Officers' accommodation services will be maintained with daily bed making and weekly cleaning and linen change. On vessels where the galley complement is less than three (3) persons, Officers shall have clean linen, hand towels and sufficient soap for personal and laundry use delivered to their rooms on a weekly basis,

The following applies only to current permanent and relief list AGLSI Officers who are hired before May 1, 2014:

Each Officer will be paid an allowance of twenty-dollars (\$20.00) every two weeks.

20.3 During fit-out or lay-up periods, the Company agrees to maintain a cook on board if **five (5)** or more Officers are employed on the vessel. If less than **five (5)** Officers are employed the provisions of L.O.U. Special Projects will apply.

20.4 The company agrees to have an Officer's room thoroughly cleaned before fit-out.

21. MARINE DISASTER

21.1 In the event that an Officer shall, while employed by the Company, suffer loss of clothing or other personal effects as a result of marine disaster or shipwreck, **fire or flood that** Officer shall be compensated for such loss by the Company, upon reasonable proof thereof to the Company, to a maximum of four thousand dollars (\$4,000.00).

An Officer or his estate making a claim under this section 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.

22. SAFETY REGULATIONS

22.1 Safety regulations which the Company may now have in force for the safety of the vessel, the crew or passengers, and further safety regulations which may be developed or amended by a Safety Committee comprised of Company and Guild representatives during the term of this agreement, shall be made known to and followed by all Officers. It is agreed that violations of such regulations may be cause for dismissal, subject to Articles 8 and 9.

22.2 With the exception of Fire and Lifeboat Drills, or responding to distress calls or situations, all other drills, exercises or meetings shall be paid at the employee's applicable rate of pay.

While ensuring the applicable regulations are met, the Captain and where appropriate the Chief Engineer will determine the crew members who will participate in the required drills, exercises and meetings and when they will take place. It is understood by all parties that provided the safety of the crew and/or vessel is not compromised the scheduling will be done in such a way as to maintain efficiency and minimize additional costs.

23. CLAUSE PARAMOUNT

23.1 Nothing contained in this agreement shall be construed so as to render null and void the obligations of the parties hereto under the provisions of the Canada Shipping Act or other Government legislation or regulations, or to impair in any manner the duly constituted authority of the Master.

24. TRANSPORTATION, MEALS AND ROOM ALLOWANCE

24.1 When an Officer has served the Company continuously aboard ship from the time of spring fit-out (or if signed on the vessel after spring fit-out as a replacement, from the time of such signing on) to completion of lay-up in the fall, except for periods of justifiable absence from duty, the Company agrees to pay reasonable transportation costs to and from his home in Canada. These costs are to include first class surface passage or economy airfare or two way car allowance, where public transportation is not available, of forty-**six** cents (**\$0.46**) per kilometre.

- 24.2 When an Officer joins a ship, he shall be paid transportation costs upon rendering reasonable receipts for such costs as described in this section. Receipts shall not be required for distances of three hundred (300) kilometres or less. In the case of discharge for cause or leaving the ship for personal reasons, all return travelling costs shall be borne by the Officer. All expenses must be received by the Company within ninety (90) days of occurring or the Company will not pay or indemnify the Officer for the expenses. The Company shall continue to pay reasonable excess baggage costs incurred by the Officers.
- 24.3 During the period of fit-out and lay-up, room and meals, when not provided aboard his/her vessel, are to be paid by the Company upon production by the Officer of acceptable vouchers.
- 24.4 An Officer who is unable to comply with the terms of this section by reason of justifiable absence from employment, other than on Guild business, in accordance with the provisions of this agreement, shall nevertheless be entitled to receive from the Company, transportation, meal and room expenses pursuant to the terms of this section.
- 24.5 The Company shall not be liable to reimburse the expenses referred to in this section of an Officer;
- who is dismissed for cause, or;
- who leaves a vessel for any reason not satisfactory to the Company, except as provided in this agreement.
- 24.6 If an Officer is laid off during the navigation season, transportation costs shall be paid to his/her home in Canada. When recalled, the Officer shall be paid transportation costs to the vessel. Such costs comply with 24.1 of this agreement.
- 24.7 An Officer shall be given seventy-two (72) hours' notice where possible and not less than forty-eight (48) hours' notice prior to joining his/her vessel. If it is necessary for an Officer to travel the previous day, and if work begins at 8:00 a.m. on the day required, the Officer shall be paid eight (8) hours pay at basic rate to cover travelling time.
25. VACATION PAY
- Each Officer shall receive vacation pay according to the following scale:
- 25.1 An Officer with less than one (1) full season shall receive four percent (4%) of gross wages earned during the then current season.
- 25.2 An Officer with one (1) completed season, but with less than five (5) full consecutive seasons, shall receive five percent (5%) of gross wages earned during the then current season.
- 25.3 An Officer having completed five (5) and less than ten (10) full consecutive seasons shall receive seven (7%) of gross wages earned during the then current season.
- 25.4 An Officer having completed ten (10) or more full consecutive seasons shall receive nine (9%) percent of gross wages earned during the then current season.
- 25.5 The right of an Officer to receive vacation pay pursuant to this Article shall not be affected in any way when the Officer is absent from employment according to this agreement or for other reasons satisfactory to the Company.
- 25.6 The Company shall pay all accumulated vacation pay on **each** pay cheque.

26. SCHOOL PLAN

26.1 An Officer

(a) who is a permanent full-time Officer with the Company and who qualifies for certification as an Engineer Officer with a higher certificate or part of a certificate or endorsement or is a relief Officer who at the Company's discretion is entitled to this provision; and

(b) who at the commencement of the navigation season immediately after the Officer has obtained a higher certificate, part of a certificate or endorsement is re-employed by the Company; and

(c) who after re-employment remains with the Company for a period of one hundred and eighty (180) days, shall be entitled to receive from the Company in respect of (a) and (b) above:

1 st class A or B	\$6,500.00 each
2 nd class A or B	\$5,000.00 each
3 rd class Certificate	\$3,500.00

(d) If the Engineer Officer who has received an allowance resigns or is fired for just cause during the navigation season, reimbursement will have to be made to the Company.

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

26.2 When an Officer is required by the Company to attend a course during any part of the year, then the Company shall pay reasonable costs, supported by receipts, related to the training course. The employee will be entitled to receive his basic hourly rate of pay and benefits while attending the course as provided by this Agreement.

When an Officer is requested by the Company to attend a course outside the navigation season, the Company shall pay all costs related to the training course, including two-way transportation.

The following applies only to current permanent and relief list AGLSI Officers who are hired before May 1, 2014:

The Company agrees to pay the tuition costs for courses required for certificate maintenance due to regulatory requirements.

27. MEDICAL EXAMINATION

27.1 The right of an Officer to employment with the Company shall be conditional upon the Officer being medically fit to perform his duties, and the Company may at any time, upon reasonable notice to the Officer and upon agreeing to assume all costs of the examination, require an Officer to be medically examined by a doctor agreeable to the Officer.

27.2 All Officers as a condition of employment must possess a valid Transport Canada Marine Medical Certificate. Only current permanent and relief list AGLSI Officers who are hired before May 1, 2014 shall be eligible to be reimbursed the cost of

obtaining their Transport Canada Medical.

28. OFFICERS' DUTIES AND CHARACTER OF WORK

- 28.1 Officers shall not be required to perform the duties presently performed by unlicensed personnel. If ordered to perform such duties, and if unlicensed personnel are unavailable, the Officers shall receive overtime, in addition to their regular pay.
- 28.2 Officers will not be requested or ordered to carry out painting, chipping, scraping, soogeeing, cleaning separation discs and blowing internals of oil purifiers, clean exhaust ports, scavenge ports (except for short period of time when it may be necessary to instruct new personnel in the cleaning of scavenge and exhaust ports).
- 28.3 When it is necessary for an Engineer to work inside the following tanks: Bunker "C", lubricating oil pumps; dirty oil cargo tanks; sludge tanks; work inside oil tanks; water tanks; air bottles; scavenger trunks; exhaust manifolds including exhaust ports of internal combustion engines, the fire side of boiler furnaces, combustion chambers, boiler tubes and smoke boxes of scotch, donkey or Cochrane boilers, enter and clean superheaters; air heater spaces and economize sections of water-tube boilers, also cleaning dirty engine-room tank-tops, dirty bilges, and where men are working below floor plates, the Engineer will be paid at the rate of one time the hourly rate in addition to the appropriate hourly rate at the time that the work is performed, minimum payment for such work to be one hour.
- 28.4 It is recognized that some Officers may have special competency and skills beyond their normal qualifications, in particular relating to welding, burning or operating a lathe, and when called upon to do work of this nature, the Officer will be paid at the rate of one time the hourly rate in addition to the appropriate hourly rate at the time the work is performed. It is agreed, however, that the use of a welding torch or lathe for simple operation not requiring special skills shall not be subject to this special payment. For greater clarity, the use of a welding torch for heating or the use of a lathe for operations not involving machining, cutting or boring shall not be considered to be work entitling employees to this special payment. To qualify for premium payment, the work in question must have prior approval of the Chief Engineer.**
- 28.5 The Company shall pay all Officers who use heavy, mobile, unloading equipment the following rates of pay:

Effective June 1, 2014:

Basic Hourly Rate:	\$ 51.18
Time and one half rate:	\$ 76.77
Double time rate:	\$ 102.36
Double time and one half rate:	\$ 127.95

Which shall be increased each year by the same percentage wages are increased.

For the definition of this article, reclaimers, Bobcats, skid steers, Kuboto tractors and other clean-up equipment are not included.

29. ESTABLISHED CUSTOMS

- 29.1 Any practice or custom, the benefits of which the Company has, prior to the date of this agreement, granted to Officers, shall not, by reason only of the terms and conditions of this agreement, be discontinued.

- 29.2 With the approval of the Master, an Officer may make arrangements to have his/her spouse (or common-law spouse) accompany him/her for a period of up to but not more than thirty (30) days each season.

These arrangements will be approved for one (1) officer's spouse at a time. The Officer's spouse shall not interfere in any way with the operation of the vessel. The Officer involved will be responsible for cleaning of quarters while the spouse is aboard, and the spouse will sign a waiver releasing the Company of all liability for any mishap that may happen while aboard the vessel.

- 29.3 With the approval of the Master, which shall not be unreasonably withheld, an Officer may, while the vessel is in port, bring his/her spouse and family aboard for a visit, with the exception of children under twelve (12) years of age. Prior to their coming on board the Officer must sign a Company waiver releasing the Company of liability.
- 29.4 The Company will allow all of its Officers with permission, which shall not be unreasonably withheld, to be allowed time while in port to leave the vessel to attend to personal business.

30. WELFARE PLAN

- 30.1 **Effective within 60 days from May 1, 2014, the Company agrees to pay the required premiums in order to maintain the benefit entitlements in effect as at September 1, 2012 for all permanent full-time Officers.**

All new permanent Officers hired on or after May 1, 2014 will be enrolled in Division 1 of the Benefit Plan.

- 30.2 **Permanent full-time Officers who work a minimum of one hundred and eighty (180) days between January 1 and December 31st within a year will have their benefits continued through the winter lay-up period until March 31st of the following calendar year.**
- 30.3 **Should a permanent full-time Officer be laid off during the calendar year or not work a minimum of one hundred and eighty (180) days in the calendar year, benefits will continue to the end of the month following the month of the date of lay-off.**
- 30.4 **The Company agrees to make contributions on relief Officer's behalf as follows:**

Effective June 1, 2013 the Company's contribution to the benefit plan will increase to \$20.56.

Effective June 1, 2014 the Company's contribution to the benefit plan will increase by the same increase as wages.

Effective June 1, 2015 the Company's contribution to the benefit plan will increase by the same increase as wages.

A relief employee who works a minimum of one hundred and eighty (180) days for the Company between January 1st and December 31st of a year and who does not have enough money in the benefit day bank to maintain benefits through the winter will have their benefits topped up through to March 31st of the following year.

This provision will not apply if relief Officer works for a competitor within the marine industry. The one hundred and eighty (180) day count will also reset each

time an employee works in any capacity for a competitor in the marine industry.

For relief Officers the Company agrees to send the aggregate of the contributions to the Family Security Plan administrator designated by the Guild, on or before the 15th of the following month. The contributions shall be accompanied by a list in duplicate showing each relief Officer's name and number of days and hours for which the contributions are being made.

- 30.5 The Company agrees to continue Family Security Plan contributions when an Officer is off work as a result of compensable disability or illness. The Company will continue to remit contributions for up to a period of one (1) month from the first date of absence while that employee applies for disability coverage. After this, contributions will only be paid during any disability or illness up to a period of twenty-four (24) months for the same compensable disability or illness when proof of compensability is provided.
- 30.6 The remittance for permanent full-time Officers will be adjusted annually in accordance with any premium changes that are required to maintain benefit coverage levels. Should any other premium adjustments be necessary outside the normal renewal period, the Company must approve all changes prior to the adjustment taking effect. The Company has the right to attend all benefit renewal meetings where coverage and the required premiums are to be discussed with the benefit provider.
- 30.7 Changes to the plan will only be made with the approval of both the Company and the Guild.
- 30.8 The Company and the Guild agree to determine the process for premium payments for permanent full-time Officers and the parties have the right to utilize different benefit providers providing that the same benefit coverage is provided to Officers.
- 30.9 When an Officer is temporarily promoted to the position of Chief Engineer, the Company agrees to continue Family Security Plan contributions until such time that the Union is notified that the Officer has been promoted to the position of Chief Engineer.

31. PENSION PLAN

- 31.1 Where an Officer elects to contribute to the Guild's "Retirement Security Plan", effective June 1, 2007, the Company shall pay, on behalf of each Officer, in addition to his regular pay, seven and three quarters percent (7¾%) of the Officer's basic hourly rate on the basis of eight (8) hours for each day worked.
- 31.2 Where an Officer elects not to contribute to the Pension Plan, the Company shall not be required to make a contribution to the Pension Plan on behalf of such Officer.
- 31.3 The Guild agrees that the Company shall be entitled to appoint one trustee to the Board of Trustees administering the Pension Plan Trust Fund, and such trustee shall represent all of the Companies that are members of the said Committee.
- 31.4 The contribution of each Officer who elects to contribute to the Pension Plan shall be deducted from his pay by the Company and remitted to the Trustees of the aforesaid Pension Plan Fund. That contribution shall be in the amount of seven and three quarters percent (7¾%) of the Officer's basic hourly rate on the basis of eight (8) hours for each day worked, over and above any contribution to the Federal or a Provincial Plan.
- 31.5 Effective January 1, 1997, all new employee engineers or electricians shall, as a condition

of employment, become members of the CMSG Retirement Security Plan. Appropriate deductions shall be made in accordance with the provisions contained in this Article.

32. ACCUMULATED LEAVE

- 32.1 Subject to the conditions and exceptions stated in this Section, each Officer shall be entitled to take leave from the vessel on which he is employed, the leave to be calculated is equivalent to four (4) days of leave for each six (6) days worked of eight (8) hours per day.
- 32.2 Leave will not be granted for periods of less than fourteen (14) days without mutual consent. When an Officer has accumulated fourteen (14) days or more of leave, and provided a request has been made thirty (30) days in advance, the Officer shall be granted a minimum of fourteen (14) days' leave. An Officer shall be granted up to sixty (60) consecutive days of leave. Leave requests shall be granted in accordance with Company seniority.

Officers must schedule their vacation in such a way as to ensure that their work periods do not exceed one hundred and forty (140) calendar days (subject to an allowance of 5 days to allow for efficient and effective crew changes).

If an Officer has worked continuously for one hundred and forty (140) calendar days (subject to an allowance of 5 days to allow for efficient and effective crew changes), the Company can compel an Officer to take time off without pay for a minimum of ten (10) calendar days.

The Company shall reimburse roundtrip travel costs associated with the Officer's removal from and return to the vessel. This reimbursement shall form part of, and will not be in addition to, any reimbursement the Officer may be entitled to under Article 32.4.

- 32.3 All such leave shall be completed between January 10th of the current year and January 9th of the following year.
- 32.4 An Officer who has completed at least one (1) year of service with the Company shall be paid an allowance to defray reasonable travel expenses between the vessel and the Officer's home in Canada, twice per season, both ways, when taking leave. These costs are to include first class surface passage plus meals and berth, or economy airfare, or car allowance where public transportation is not available. All claims for leave credit transportation allowance shall be supported by original receipts for the actual funds expended.

The following applies only to current permanent and relief list AGLSI Officers who are hired before May 1, 2014:

For Officers with five (5) or more years of service with the Company, effective January 1, 2000 the allowance shall be increased to three (3) times per season.

- 32.5 An Officer, prior to proceeding on leave, will notify the Chief Engineer in writing of the intended date of return to the vessel.

In the event that the Officer is recalled to work prior to the expiration of such leave, he/she shall be paid at the overtime rate for all work performed between the time of recall and the time that the leave would normally have expired as per written notification.

- 32.6 One Officer working on a vessel of the Company that is being utilized for winter navigation shall have the option of two (2) weeks leave before lay-up starts and such

leave shall be determined by seniority.

32.7 Effective June 1, 2009, if:

- a) A vessel is short staffed; and
- b) The Guild can establish that it could have supplied qualified relief officers; and
- c) Officers are required to work 6/6 watches,

an Officer shall receive two (2) additional days or accumulated leave for every seven (7) days of 6/6 watch worked, to be taken at the conclusion of the regular accumulated leave. Despite the forgoing, the first fourteen (14) days of any 6/6 watch are without accumulation of additional leave.

33. CLOTHING ALLOWANCE

33.1 Two pairs of coveralls (one pair may be cotton) shall be supplied to each Officer covered by this Agreement as soon as possible at fit out. Relief Engineers shall be supplied the same after ninety (90) days of continuous service. Coveralls shall be replaced when necessary, upon verification as to their condition. Work gloves shall be available for Officers.

The following applies only to current permanent and relief list AGLSI Officers who are hired before May 1, 2014:

The Company agrees to pay to each employee, after ninety (90) days of continuous service, an allowance of one hundred fifty dollars (\$150.00) for the purchase of work related clothing.

33.2 After (90) days of continuous service each Officer shall receive a one hundred and fifty dollars (\$150.00) allowance to defray the cost of CSA safety boots, without receipts.

34. TRANSPORTATION IN CASE OF ACCIDENT OR SICKNESS

34.1 The Company shall reimburse an officer following a work accident, all transportation expenses from his place of work to the nearest hospital or clinic. If the Officer is unable to return to work, as certified by a doctor, the Company shall reimburse transportation expenses from his place of work, from the hospital or clinic to the Officer's residence in Canada.

35. LEGAL DEFENSE INSURANCE

35.1 Legal Defense Insurance for officers covered by this Agreement shall be provided in the following manner:

The Guild shall provide legal defence insurance which shall be paid for by the Company at the rate of one dollar (\$1.00) per position, per day, effective June 1, 1996.

Legal Defence contribution shall increase to one dollar and twenty-five cents (\$1.25) effective June 1st, 2002.

36. HIRING SERVICE

36.1 Effective June 1, 1996, the Company agrees to pay to the CMSG the amount of one dollar and seventy-five cents (\$1.75) per position per day aboard the vessel. This amount to be remitted to the CMSG at **15 Albert Street West, Suite 201, Thorold, ON L2V 2G2** not later than the 15th of the following month.

The Hiring Service contribution shall increase to two dollars and seventy-five cents (\$2.75) effective June 1st, 2002.

37. NEGOTIATING COMMITTEE

37.1 The Company agrees to pay the basic daily rate and Family Security Plan contributions for three Officers while attending negotiations, and no discrimination shall be shown against any Officer attending a negotiating meeting.

38. SEVERANCE PAY

38.1 An Officer who is permanently (in excess of twenty-four months) laid off shall be entitled to severance benefits calculated on their basic daily rate of pay. For each full navigational year of service, an Officer shall receive five (5) days' pay at their basic daily rate.

39. RETROACTIVITY

39.1 Unless specifically mentioned, retroactivity will be paid on basic wages, overtime, welfare plan, hiring service and legal defence insurance.

40. TERM AND RE-OPENING

40.1 This agreement shall remain in force from June 1st, 2012 to May 31st, 2016, and shall, without further act of the parties, be renewed from year to year thereafter, unless written notice of desire to amend, modify or cancel any term hereof is given by either party to the other not later than ninety (90) days prior to May 31st, 2016.

40.2 In the event neither party gives notice to reopen ninety (90) days prior to May 31st, 2016, allowing the agreement to continue on a year to year basis, either party may give written notice of desire to amend, modify or cancel any term thereof, in which case this agreement shall terminate on the anniversary date in that year.

41. SUCCESSOR RIGHTS AND OBLIGATIONS

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

(a) Prior to the sale, the purchaser agreed in writing to recognize the Guild as the exclusive bargaining agent for the Officers aboard the said vessel and to apply the terms of the present collective agreement, or

(b) The vessel is leased or chartered without Officers, or

(c) The parties agree to otherwise.

In witness whereof the parties hereto have executed this agreement.

Dated this ___ day of August 2014.

On behalf of Algoma Great Lakes Shipping Inc.

On behalf of the C.M.S.G.

Karen Watt

Kieran Clarke

LETTER OF UNDERSTANDING
NO. I
(Covering Engineers and Electricians)

1. It is recognized that relief officers are necessary in order to allow permanent officers to take leave.
2. It is further recognized that these relief officers should be provided with first opportunity for permanent positions as outlined below, after the provisions of Article 6 have been exhausted. This list shall be known as the Relief List.
3. A relief officer for the purposes of this Letter of Understanding is an officer whose name does not appear under the provisions of Article 6.
4. The company shall, by January 1st, prepare and forward to the Guild and to each officer, a relief list.
5. The provisions of Article 6.4 shall apply to the relief officer's list.
6. The initial list will be submitted by February 1, 2002. Such list will be drawn from amongst the list of officers who have previously worked as relief officers for the Company in the last two (2) years proceeding February 1, 2002. Once on the list, if the officer has not worked for the Company for one hundred and eighty (180) days in a two (2) year period his name will be removed from the list.
7. The initial list will be made up of the ten (10) Officers who will be selected on a seniority basis, from amongst the officers who have previously worked in relief positions. The minimum number on this list will remain ten (10).
8. An officer becomes eligible to be placed on the relief Officer's list after he has accumulated one hundred and eighty (180) days worked with the Company and his ranking commences as of that date.
9. Sufficient qualification and ability being equal, and within the guidelines of Article 6, senior Officers on this list will be eligible for permanent positions as they become available.

LETTER OF UNDERSTANDING
NO. II
UNION/MANAGEMENT

The Company and Guild agree to establish within ninety (90) days of ratification of this contract, a joint committee to discuss mutual concerns between the parties.

This committee will be mandated to discuss issues related to the introduction of new technologies, automation or operational procedures that may impact the normal duties of Officers as currently performed. Any agreements reached shall be by mutual consent.

Such committee will have an equal representation of Guild and Company representatives.

The committee will meet every three (3) months and each group will submit topics they wish to discuss which shall form the agenda for the meeting.

The committee may discuss grievances, which are currently in the system providing such discussions are done "without prejudice".

LETTER OF UNDERSTANDING
NO. III
COMMUNICATIONS

The Company agrees to allow the Guild to communicate with their representatives for the purpose of conducting Guild business or in case of emergency through the use of the vessel communications system.

LETTER OF UNDERSTANDING
NO. IV
SPECIAL PROJECTS

It is agreed that, for special engineering projects, less than full complement of engineers may be employed on a vessel, providing:

1. Officer's participation is voluntary.
2. The Company shall supply food on board.
3. Officers shall be paid a bonus of thirty dollars (\$30.00) for each day so employed.
4. No special engineering project shall displace or diminish any period of normal fit-out or refit.
5. The Company and the Guild shall agree before a "Special Project" is declared.
6. The Company confirms that only "Special Project" work, as agreed, will be performed during the period so designated.

LETTER OF UNDERSTANDING
NO. V
FIVE (5) DAY LAY OFF CLAUSE

The parties will enter into a Letter of Understanding to provide that article 12.22 will be amended such that the five (5) days reference in the article will be three (3) days for the

Stephen B. Roman.

LETTER OF UNDERSTANDING
NO. VI
SENIORITY

Non-withstanding the language of 6.9 work in temporary positions can be accumulated for the following reasons as they relate to Article 6.3 seniority.

In 6.3 Engineer of Electrical Officers who were employed with the Company as a relief Officer and are later promoted to the permanent seniority list shall have their company seniority date fixed to the day, month and year they first started work as a relief Officer providing that during that same year they worked at least one hundred twenty (120) total days of relief work.

If an Officer has completed their one hundred twenty (120) days of relief work during the same year they were employed as a Relief Officer but are not promoted to the permanent seniority list the next year, then they will continue to have their seniority date fixed as mentioned above for every consecutive and subsequent year they work one hundred and twenty (120) total days of relief work.

This clause becomes effective June 1, 2004. However for promotions in 2005 and onwards the company will go back two (2) years to look for one hundred twenty (120) days of work to set a seniority date.

In 6.3 an Engineer or Electrical Officer who was employed in a higher position on a temporary assignment and is later promoted to that position shall have their position seniority date fixed to the day, month and year they first started to work in that position provided that during that same year they worked at least one hundred twenty (120) total days of work in that position.

If such Officer has worked a total of one hundred twenty (120) total days in a position the same year they started to work in that position, but are not promoted the next year, then they will continue to have their seniority date fixed as mentioned above every subsequent and consecutive year that they work one hundred twenty (120) total days of work in that position.

This clause becomes effective June 1, 2004. However, for promotions in 2005 and onwards, the company will go back two (2) years to look for one hundred twenty (120) days of work to set a seniority date.

Examples of Seniority Accumulation:

Example #1 – Officer/Position start date is June 1, 2004. If 120 days are worked in 2004 and promotion occurs in 2005, then position or Officer seniority is June 1, 2004. If 120 days are not worked in 2004, seniority is voided.

Example #2 – Officer/Position start date is June 1, 2004. If 120 days are worked in 2004 but no promotion occurs in 2005 and the Officer works another 120 days in 2005 (2006-2007 etc.) and promotion occurs later, start day is still June 1, 2004.

Example #3 – Start date is June 1, 2004. If 120 days are worked in 2004 and no promotion occurs in 2005 and only 118 days are worked in 2005, seniority is voided until 120 days are worked again.

LETTER OF UNDERSTANDING
NO. VII
LEAVE SYSTEM

The parties will establish a joint committee (the "Committee") consisting of three (3) Guild representatives and three (3) Company representatives to consider a leave system. Such committee will meet by no later than September 15, 2008. The Committee is to report by December 31, 2008, and, if unanimous, the report will be accepted.

The overriding principle of the Committee will be cost neutrality to the Company.

The following rules apply to the Committee's deliberations:

- i. The committee's proceedings will apply to no more than two (2) ships;
- ii. It is preferred that the ships in question be winter operating ships;
- iii. For the purposes of these ships, Saturday and Sunday premium time will be abolished;
- iv. The leave system established by the Committee will be conducted for a trial period, terminating May 31, 2010.

If the Committee is unable to agree to a leave system, the issue will be referred to arbitrator Kevin Burkett for final offer selection, without an oral hearing. The Committee will submit to Mr. Burkett the respective final positions of the parties for MR. Burkett's determination. Each party would be entitled to submit a brief written explanation in a manner determined by Mr. Burkett, who shall render a decision no later than February 1, 2009.

NOTE:

- (a) The trial leave system that has been in place on the Algoma Enterprise and the Algoma Transport will continue until at least May 31, 2016. The overriding principle of the establishment of the voluntary leave system was cost neutrality to the Company. The Guild's proposal was deemed to be cost neutral by Arbitrator Burkett. A determination of the feasibility of furthered continuation of the leave system beyond May 31, 2016, either as is, or modified, will be made at the expiration of this Agreement.**
- (b) With regard to bereavement pay as defined in the Collective Agreement, if an Officer was scheduled to work at the time the leave was required, the Officer will be paid his full earnings per day for the absence. If the Officer was on leave at the time the leave was required, no payment will be made.**
- (c) With regard to pay to attend negotiations, the Company agrees to pay the Officers at the rate of one-half their full earnings per day ("lay-day" rate) when negotiations are attended during the Officer's leave period.**

The Company agrees to pay the Officers at the rate equal to their full earnings per day when negotiations are attended when an Officer was otherwise scheduled to work.

LETTER OF UNDERSTANDING
NO. VIII
OFFICER COMPLIMENT

For the term of this agreement, the Company will not alter the Officer complement in effect during the **2012** navigation season on vessels operated under the Collective Agreement between the parties, unless improvements to productivity caused by innovations to equipment, materials, or processes require an alteration to the compliment. Notwithstanding the above, the Company agrees to not eliminate or reduce the number of Electricians that appear on the **2012** appointment list for the duration of this contract.

LETTER OF UNDERSTANDING
NO. IX
LAY-UP AND REFIT

The company agrees that during lay-up and refit they will not use relief Officers to do work that can be performed by Officers who are on the permanent seniority list unless such Officers refuse the work that is available.

**LETTER OF UNDERSTANDING
NO. X
TRANSFERS BETWEEN DRY-BULK FLEET**

The principle of this Letter of Understanding is to provide permanent Officers who are laid off within the Dry Bulk Fleet priority over relief Officers for relief work. However, the Company retains the right to determine which relief positions are available for those wishing to transfer. Therefore, during the term of the Collective Agreement permanent Officers who are laid off as a result of vessel retirements shall be entitled to temporarily transfer to relief positions within the rest of the Algoma Dry Bulk fleet. In such circumstances, Officers must inform the Company in writing that they wish to be considered for available relief positions within the Dry Bulk fleet. Selection for relief positions is based on qualification, skill and ability and where equal then Company seniority will be the governing factor.

In addition, during the term of the Collective Agreement permanent Officers who are laid off as a result of vessel retirements will be eligible to be considered for permanent openings within the rest of the Algoma Dry Bulk fleet. The Company retains the right to determine which positions are available for those wishing to transfer. Selection for permanent vacancies is based on qualification, skill and ability and where equal then Company seniority will be the governing factor.

Such Officers shall retain their Grade Seniority within AGLSI for the position held immediately prior to the transfer up to the renewal of the next Collective Agreement. The Officer's Company Seniority will also be retained.

Officers who transfer will retain their Company Seniority Date but will be given a new Grade Seniority Date for the position they transfer into. For the purposes of bumping this Grade Seniority date will be used as their Company Seniority Date.

Such Officers who accept a relief or permanent assignment within the Dry Bulk fleet agree to work under the terms and conditions of the applicable Collective Agreement for the position being held.

Days worked within the Dry Bulk Fleet shall accumulate and be accounted for when determining whether an Officer is entitled to year round benefit coverage regardless of which vessel they work on. For clarification purposes, a laid off permanent Officer from the AGLSI fleet shall be treated as a permanent Officer for the purposes of benefit coverage while working under the ACC fleet.

**LETTER OF UNDERSTANDING
NO. XI
COMBINED RELIEF LIST**

Within sixty (60) days of May 1, 2014, the Company and the Guild agree to meet and create a combined dry-bulk (ACM and AGLSI) Relief Officer List.

**LETTER OF UNDERSTANDING
NO. XII
ADDITIONAL VESSELS**

Without limiting the ability of the Canadian Merchant Service Guild to make application to the Canada Industrial Relations Board regarding amalgamation of existing bargaining units, it is agreed that any additional orders that are placed in excess of the Corporation's six Equinox vessels currently on order will be evenly shared between Algoma Central Corporation and Algoma Great Lakes Shipping Inc. providing that:

- a) the labour costs associated with putting a vessel in either Company are relatively equal; and**
- b) the quality and performance, including safety record, of either Company are relatively equal.**

Should the conditions outlined above result in vessel allocations not being evenly shared between the two companies, the Company agrees to meet with the Canadian Merchant Service Guild's executive to explain the reasons why the allocation was not evenly shared and provide the Canadian Merchant Service Guild the opportunity to improve the conditions for future allocations.

**LETTER OF UNDERSTANDING
NO. XIII
GRANDFATHERING**

Notwithstanding the following amendments it is understood that all current permanent and relief AGLSI Officers shall continue to work under the terms and conditions of employment contained within the AGLSI Collective Agreement while working on AGLSI vessels. The above mentioned AGLSI Officers are considered for the purposes of this Agreement grandfathered while all newly hired permanent and relief Officers hired on or after May 1, 2014 shall be covered under the monetary terms and conditions of employment contained within the ACC Collective Agreement.