

**COLLECTIVE AGREEMENT**

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**BETWEEN**

**THE SEAFARERS INTERNATIONAL UNION OF CANADA**

**AND**

**TMT LOGISTICS ULC**

**EFFECTIVE JANUARY 1, 2005 - DECEMBER 31<sup>ST</sup>, 2009**

13647(01)

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WHEREAS the Company operates and owns a barge 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 barge under methods which will further, to the fullest extent possible, the safety and welfare of the said employees and economy of operation. It is recognised 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, being a full time paid official of the Union, and  
One (1) Management Representative, being a representative of the Company's Head Office.

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.

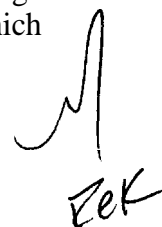
Committee meetings shall be held no less than once every eight (8) weeks and may be held via telephone conference call.

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 recognises the Union as the sole and exclusive representative for the purpose of collective bargaining for personnel employed on the Company's barge excluding Bargemaster, which personnel are hereinafter referred to as "employees" which word shall include the singular as well as the masculine and feminine.



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- (b) The Union agrees that the Bargemaster or designated Management representative has the exclusive right to determine qualifications, hire, suspend, or discharge employees for cause. Whereas only the Bargemaster has the exclusive right to direct the crew, promote or lay-off employees.
- (c) Probationary Employees
  - (i). An Employee 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 Company will assess the employee's suitability for permanent employment
  - (ii). At any time during the period of probation, the Company may release an employee if the Company judges the employee unsuitable for permanent 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 permanent employment with the Company.
  - (iii). Any days previously worked for the Company by an employee on a relief basis in the previous twenty-four (24) months will be counted towards the ninety (90) day probationary period.
- (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

- (a) 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.
- (b) Except as provided herein, nothing in this Agreement shall limit the employer in the exercise of its function of management.

### 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 Bargemaster.

### 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 Bargemaster'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. Should the Company fail to meet its obligations within the delay provided for herein it shall be liable to a penalty of fifty dollars (\$50.00) per day for each day of delay until such time as deductions or contributions are made. The postmark on the envelope shall be the determining factor provided there is no interruption in postal services.

- (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, the Union shall supply the name of the employee to be dispatched 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 12:00 hrs. **and from 13:00 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 calls 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 and discharge book to the Bargemaster or designated ship's officer. Members who are refused for employment must be immediately furnished in writing with a valid reason for such refusal. 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.
- (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.
- (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 forty-eight (48) hours, the Company may hire replacement personnel from any other source available on a temporary basis only. Should this occur, the Bargemaster 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.

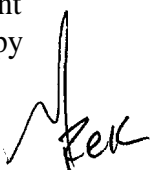
2. When, as indicated above, the officer does not provide the Union with a minimum of

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 Bargemaster 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 Bargemaster 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 Bargemaster 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 Bargemaster shall immediately furnish to the employee in writing the reasons for such discharge, suspension or lay off which the Bargemaster 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 Bargemaster 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 Company seventy-two (72) hours ahead of time in order to facilitate the signing off of the relieving employee.

## 6. GRIEVANCE PROCEDURE

- (a) An employee who is discharged, suspended, laid off or transferred from his employment has the right to file a grievance with the Company in writing through the Union within five (5) 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 Bargemaster with a copy

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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 Bargemaster shall acknowledge receipt 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 Bargemaster's reply, the griever shall submit the Standard Grievance Form to the Union immediately.
- (f) Within thirty (30) days of the Bargemaster's reply, the union shall submit the duly completed Standard Grievance Form to the head office of the Company.
- (g) Within thirty (30) 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) 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) days thereafter.
- (k) All grievances must be submitted within the time limits set out above. Failure to abide by these time limits will result in the dismissal of the grievance.

## 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) days after the request for arbitration has been made by either party to this Agreement. In the event that the parties fail within the said ten (10) day period to agree upon the selection of an Arbitrator, the matter may be referred by either party to the Minister of Labour for



Canada, who shall select and designate the Arbitrator.

- (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) days of his appointment. The arbitration board shall convene within twenty (20) 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 Bargemaster 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.

If time permits, the Union Official who will be boarding the vessel shall notify the Company of his/her intent to board the barge. Upon arrival aboard the barge the Union Official shall report to the Bargemaster prior to contacting the crew.

- (b) The Union shall submit to the Company the name and relevant particulars of the bona fide Union members authorised 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 barge 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, appointments 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) The Company shall prepare a Seniority List prior to March 31st of each year. A copy of the Seniority List shall be provided to the Union and shall be posted aboard each vessel prior to sailing.
- (b) An employee shall acquire seniority by rating, as of his/her employment date with the Company, provided he/she has completed the probationary period referred to in Article 2 (c).
- (c) An employee shall continue to accrue seniority while on any Company approved leave of absence for a period of six (6) months. At the expiration of the six (6) months, the employee's seniority shall be frozen until his/her return, provided an extension to the above six (6) months has been applied for and granted.
- (d) Employees shall forfeit all seniority when he/she:
  - (i). is discharged for cause
  - (ii). self-terminates his/her employment
  - (iii). is laid off and not recalled for service in accordance with Article 30
  - (iv) fails to return to work after a recall to service or following the expiration of laydays without valid reason.
- (e) A promotion shall, like lay-offs and rehiring, be based on an employee's skill, efficiency, and qualifications. These being equal, the preference shall be given to an employee with the greatest length of seniority with the Company.

## 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 then current pay period with the said employer.

- (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 then current pay period with the said Company.
- (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 then current pay period with the said Company.
- (d) The right of an employee to receive vacation pay pursuant to paragraphs (b) and (c) above shall not be affected in any way where such employee is absent from his employment for reasons satisfactory to the Company.
- (e) The Company shall pay all accumulated vacation pay to an employee each payday.

## 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 safety of the vessel, passengers, crew or cargo, or for the saving of or rendering assistance to other vessels, lives, property or 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 Bargemaster shall be the sole judge.
- (c) The Bargemaster 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) 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.
- (e) Engineers/Electricians are to assist with the taking and placing on board of engine room stores, in addition to their regular duties.
- (f) All employees may be assigned maintenance duties by the Bargemaster or his designate in the tunnel, engine room or deck departments.
- (g) 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 recognise the following holidays:

1. New Year's Day
2. Good Friday
3. Easter Monday
4. Victoria Day
5. First Monday in June
6. Canada Day
7. First Monday in August
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Day
12. Boxing Day

(b) In the event that any of the foregoing holidays fall on a Saturday or 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 ½) 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 payday 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.

### 13. OTHER CONVENIENCES

(a) The following items shall be supplied to the unlicensed personnel employed aboard vessels of the Company.

(i). A suitable number of clean blankets for each employee.

(ii). An adequate supply of sheets, pillow cases, standard brand or generic face soap and laundry soap or detergent, to be supplied at least once a week. **The Company shall also provide two (2) towels per person. Such items shall be replaced annually, if necessary, upon the presentation of the old items.**

(iii). An adequate supply of crockery.

(iv). The Company agrees to supply 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.

(v). Equipment for the purpose of making coffee shall be made available.



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 two (2) pairs of coveralls to all permanent employees who have been in the employ of the Company for a minimum of ninety (90) days. **The Company shall also provide one (1) rain suit consisting of rain pants and rain jacket for the use of those crew that do not normally work outdoors.** Such items shall be replaced annually, if necessary, upon presentation of the old items.
- (c) All permanent employees, will be given an eighty-five (\$85.00) dollars allowance towards the purchase of safety boots. This allowance shall be paid to each permanent employee at the end of November of each year. 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) With the prior approval of the Bargemaster, which shall not be unreasonably withheld, an employee may, while the vessel is in port, canalling or at anchor, make private arrangements with other crew members to exchange watches and thereby permit him to go ashore.

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

- (a) Meal times shall be established by the Company
- (b) Employees shall be granted one half (1/2) hour in which to eat which shall be unpaid. This article shall apply for breakfast, lunch, and dinner.
- (c) When employees are required to work overtime and where the safety of the vessel allows, they shall be entitled to a coffee break after approximately two (2) hours work at night and lunch break of at least thirty (30) minutes after approximately four (4) hours work.
- (d) Day workers who work a twelve (12) hour shift shall be allowed one half(%) hour lunch break as near to the middle of the shift as possible. During each six (6) hour shift, each day worker will be entitled to two (2) coffee breaks of at least fifteen (15) minutes each. The timing of such breaks will be at the discretion of the Bargemaster and subject to the safe navigation of the vessel.
- (e) Employees, where safe navigation allows, shall be given two (2) coffee breaks of at least fifteen (15) minutes each during a six (6) hour watch. Such breaks shall be spaced approximately two (2) hours apart. The spacing of such breaks shall be at the discretion of the Bargemaster.
- (f) Ingredients for night lunches shall be available for crews changing watch and those called to work overtime.
- (g) **On vessels where persons other than the crew or officials of the Company, family**



**and friends are provided meals, the cook shall be paid \$3.00 per meal.**

15. TRANSPORTATION COSTS

- (a) The Company shall provide for an employee's transportation expenses only under the following circumstances:
- (i) When the vessel is laid-up and the employee is being sent home.
  - (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 wage loss benefits from the Company medical plan 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 the airport nearest the employee's home (as established in sub-paragraph (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 where available.
  - (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)
  - (iv) For the purpose of establishing home in a (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.
  - (v) For the purpose of establishing home in a (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.

- (vi) When leaving the vessel for reasons listed under 15 (a) above, transportation expenses shall be paid from the ship to the airport nearest the employee's home. Likewise, when returning to the vessel transportation expenses shall be paid from the airport nearest the employee's home to the vessel.

The Company shall have the option to offer and the employees shall 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 travel expenses. Employees selecting the fixed amount option shall then be responsible for their own transportation arrangements and costs to or from the vessel. Employees wishing to select the fixed amount option shall be responsible for notifying TMT Logistics ULC 8 days before their expected return to work and shall then be responsible for making their own arrangements.

- (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 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. 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 Bargemaster 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) (iii) above. On the doctor's recommendation, an employee may be assigned to light duties for up to ten (10) days otherwise he shall be transported home.
- (f) All relief employees (including medical reliefs) who complete their relief assignment shall be paid for transportation costs back to the Dispatch Hall where the job call was originally placed.

## 16. ROOM AND MEAL ALLOWANCE

When the Company does not provide room and board, an employee, during the course of his employment, shall receive thirteen dollars (\$13.00) per meal. Seventy-five dollars (\$75.00) shall be allowed for a room per night.

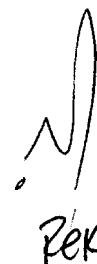
## 17. SAFETY AND EQUIPMENT

- (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 canalling, 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 stern 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) Crew members shall not be required to work on staging while the vessel is under way.
- (f) Goggles, hard hats, radios 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 employee 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.

Employees shall not be charged for normal wear and tear as well as loss of items as result of an accident.

- (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 recognised that with 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, Bargemasters 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.

## 18. SCHEDULE OF WAGES



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**Effective January 1, 2005 and on January 1st of each subsequent year to January 1, 2009, the pay rates shall be increased by COLA (total CPI as set by the Bank of Canada).**

## 19. HOURS OF WORK AND OVERTIME

- (a) Employees shall be classed as either watchkeepers or day-workers. The Bargemaster will have the exclusive right to assign employees to watch or day work, when he deems advisable. When watches are set or broken, consideration shall be given to previous hours worked while on watch or day work pursuant to (c) below.
- (b) The hours of work for watchkeepers shall be on the basis of two (2) watch systems of six (6) hours on and six (6) hours off, commencing at the beginning of the calendar day.
- (c) The hours of work for employees assigned to day work shall be any twelve (12) continuous hours excluding meal hours between the hours of 06:00 hours and 24:00 hours. Any work performed in excess of twelve (12) hours shall be paid for at the overtime rate.
- (d) When employees off duty are called for overtime work, they shall be allowed twenty (20) minutes call out. Overtime increments shall be one (1) hour from time of call out, and thereafter paid for in one-quarter (1/4) hour periods. The aforementioned (1/4) hour period shall be increased to one half (1/2) hour periods effective April 1<sup>st</sup>, 2000. In the event a man is called more than once during an off watch period and there is less than one hour between the time of the second call and the time of completing the first call, his overtime shall be deemed to be continuous from the time of the first call.
- (e) When a crew member is working continuously from straight time into overtime, the minimum overtime payment shall be one hour.
- (f) For the purpose of calculating overtime, a day shall refer in all cases to the period from midnight to midnight.
- (g) Time worked in excess of regular hours shall be paid at the rate of time and one half (1½) the straight time hourly rate.
- (h) Overtime claims shall be prepared by the employee in duplicate and be presented to the Master within forty-eight (48) hours for signature indicating both receipt of the claim and information that the work was ordered and performed. The duplicate copy of the claim shall be given to the employee for the record.
- (i) If the overtime claim is disputed, a copy of the claim is to be returned by the Company to the employee concerned before the next pay period together with reasons for rejecting the claim.

## 20. LEAVE AND WAGE COMMENCEMENT

A handwritten signature in black ink, appearing to be 'Zek', is located in the bottom right corner of the page.

- (a) In all classifications covered by this Agreement, scheduled leave with pay shall be granted as set forth below.
- (b) The hourly wage rate contained in Article 18 of this Agreement shall be deemed to include all lay day payments.
- (c) The tour of duty shall be approximately six (6) weeks of work followed by six (6) weeks of paid leave.
- (d) No employee covered by this Agreement shall accumulate more than forty-five (45) days leave, except where required for emergency salvage or completion of a voyage without mutual agreement between the Union and the Company.
- (e) Any employee away on leave who fails to report for duty at the expiry of his leave without reasonable excuse, shall be considered to have terminated his employment with the Company.

## 21. 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 Bargemaster and Executives of the Company in maintaining discipline aboard the barge.
- (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.

## 22. PAYMENT OF WAGES

- (a) Payment of wages shall be bi-weekly with a cut off every second Wednesday at 23h59. Total wages, including overtime, statutory holidays, and vacation pay shall be deposited by way of direct deposit into the employee's bank account not later than (10) days following the cut off date.
- (b) The employee must provide the Company with a authorisation 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 authorisation form. The pay stub will be sent to the employee aboard the vessel in a separate sealed envelope.

- (c) The employee's Record of Employment shall be issued with his/her final pay pursuant to the time limits set out in (a) above.

### 23. SAILING TIME

- (a) A sailing board shall be posted in a conspicuous place 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.
- (b) If a crew member misses a vessel due to the fact it sails before the posted sailing time, he shall notify the Bargemaster 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 Bargemaster 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 Bargemaster 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.

### 24. 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.

### 25. 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.

## 26. DRUG AND ALCOHOL POLICY

The Union and the employees recognise that the Company must have a "zero tolerance" drug and alcohol policy in place in order to transact business with its major clients.

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 the Company's barge (or the tug used for accommodation) at any time.
- (b) Employees returning to the barge from any shore leave must be in a sober condition.
- (c) Failure to comply with the policy will result in the application of the discipline code, which could result in dismissal.
- (d) Employees of G.L.T. will abide by the rules and regulations established by the charter party used to tow the Company's barge.

## 27. CREW ACCOMMODATIONS

- (a) 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 or company officials. The Company further agrees to provide single room accommodation on newly constructed vessels. This article will not apply to tugs.
- (b) 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.
- (c) No pets to be carried on board ship by any of the personnel.

## 28. 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, spouse, child, 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 five (5) days.

In the case of a wife, husband or children, the above mentioned leave period of five (5) days shall be increased by one (1) day for each one thousand (1,000) kilometres from the

port of disembarkation to the place where the funeral is held up to a maximum of ten (10) days.

- (b) An employee shall be entitled to receive from the Company a reasonable leave of absence from his employment without pay in the event of either illness or injury to himself or a member of his immediate family, that is, his wife, brother, sister, children, parents, parents-in-law and grandparents.
- (c) An employee may request paternity leave as per the Canada Labour Code.
- (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.

## 29. EMPLOYEE'S FILE

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

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

- (i). Sickness;
- (ii). Accident at work;
- (iii). While laid off by the Company or;
- (iv). For any leave of absence authorised by the Company.

## 30. SEVERANCE PAY

- (a) Employees who are laid off, due to shortage of work, shall retain recall rights to the Company 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) Employees who appear on the Company Seniority List who are displaced due to automation , mechanisation, permanent reduction in the number of employees or the sale or reflagging of a company vessel shall be entitled to bump other employees on other

vessels who have less seniority provided they are qualified.

Should there be no opportunity to exercise their rights of seniority as set out above, Article 30(a) shall prevail.

Employees shall exercise their bumping rights within seven (7) calendar days of being advised that their position has been terminated. Upon mutual consent between the Company and the Union this time limit may be extended.

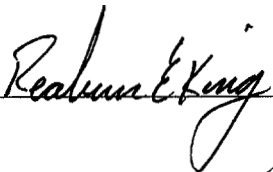
- (c) Should an employee be offered a permanent placement within the twelve (12) month period prescribed and refuse the placement, that employee will be considered to have self-terminated and no severance pay shall be forthcoming.

### 31. DURATION OF AGREEMENT

This agreement shall become effective on **January 1, 2005** and shall continue in full force until **December 31st, 2009** 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 **December 31, 2009** or one hundred and twenty (120) days prior to December 31st of any subsequent year.

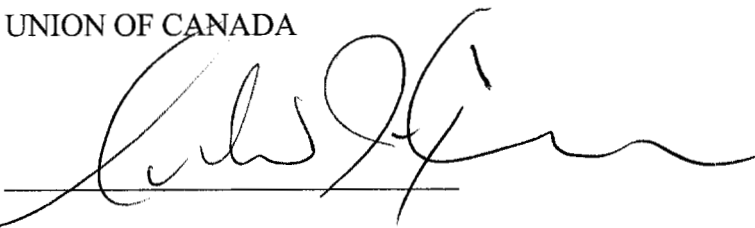
Signed at Plymouth, M.I.  
this 23 day of August, 2006

TMT Logistics ULC

  
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Signed at Montréal,  
this 5 day of September, 2006

SEAFARERS' INTERNATIONAL  
UNION OF CANADA

  
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APPENDIX "A"

LETTER OF UNDERSTANDING

Company Occupational Health and Safety Labour Management Committee

Terms of Reference

Article I

A Company Occupational Health and Safety Labour-Management Committee 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.

The Committee will consist of the following.

- (a) One (1) representative of the Company Head Office
- (b) One (1) representative of the SIU who is a full time paid officer.

Article II

The Committee shall meet once every three months and when meetings are required on an urgent basis as a result of an emergency or other special circumstances, the Committee shall meet as required.

Article III

The notice of meetings as set forth previously shall be sent by the appointed Secretary of the Committee.

Article IV

The Committee shall keep accurate records of all matters that come before it and shall keep minutes of all its meetings and shall make such minutes and records available to all members of the Committee.

Article V

The Committee has the following duties to perform:


- (a) Shall receive, consider and expeditiously dispose of general complaints relating to safety and health of the employees and/or employer represented by the Committee;
- (b) Shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees and/or employer represented by the Committee;

Handwritten signature and initials in the bottom right corner of the page. The signature appears to be 'M' with a vertical line through it, and the initials 'REK' are written below it.

- (c) Shall cooperate with any occupational health service established to serve the work place;
- (d) May establish and promote safety and health programs for the education of the employees represented by the Committee;
- (e) May develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
- (f) Shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
- (g) May request from an employer such information as the Committee considers necessary to identify existing or potential hazards with respect to material, processes or equipment on board any vessel owned or operated by a Company.

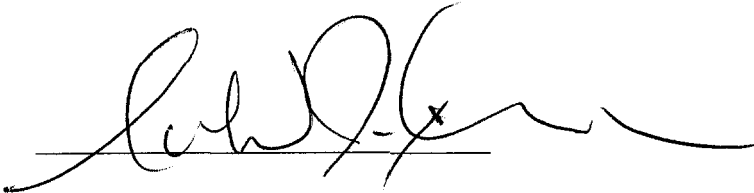
Signed at Plymouth, MI  
this 23 day of AUGUST, 2006

TMT LOGISTICS ULC



Signed at Montreal,  
this 5<sup>th</sup> day of September, 2006

SEAFARERS' INTERNATIONAL  
UNION OF CANADA





MEMORANDUM OF UNDERSTANDING

ENTERED INTO BETWEEN

TMT Logistics ULC  
(hereinafter referred to as "the Company")

AND

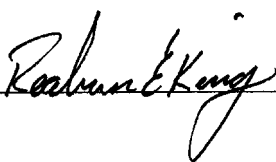
SEAFARERS' INTERNATIONAL UNION OF CANADA  
(hereinafter referred to as "the Union")

Medical Plan

The parties agree that effective upon the signing of this agreement the Company agrees to pay \$7.00 per day worked per Relief employee to the Seafarers' Medical Plan. This rate shall be adjusted annually as per Article 18.

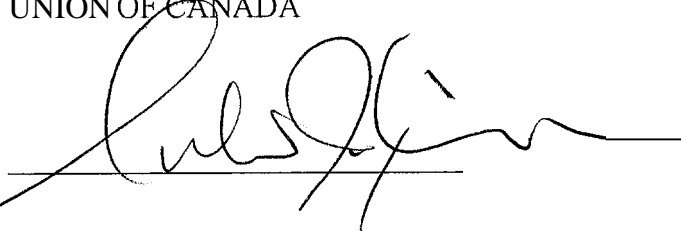
Signed at Plymouth, ME,  
this 23 day of AUGUST, 2006

TMT Logistics ULC

  
\_\_\_\_\_

Signed at Montreal,  
this 5<sup>th</sup> day of September, 2006

SEAFARERS' INTERNATIONAL  
UNION OF CANADA

  
\_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

TMT LOGISTICS ULC  
(hereinafter referred to as "the Company")

AND

SEAFARERS' INTERNATIONAL UNION OF CANADA  
HIRING HALL TRUST FUND

The parties agree that the Company shall pay the following amounts to Seafarers' International Union of Canada Hiring Hall:

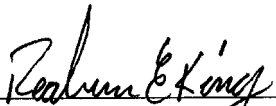
Effective April 1<sup>st</sup>, 2005, \$ 5,500.00 annually  
Effective April 1<sup>st</sup>, 2006, \$ 5,750.00 annually  
Effective April 1<sup>st</sup>, 2007, \$ 6,000.00 annually

Effective April 1<sup>st</sup>, 2008, \$6,250.00 annually  
Effective April 1<sup>st</sup>, 2009, \$6,500.00 annually

This payment shall be made in nine (9) equal payments commencing April 1<sup>st</sup> and ending December 1<sup>st</sup> of each year.

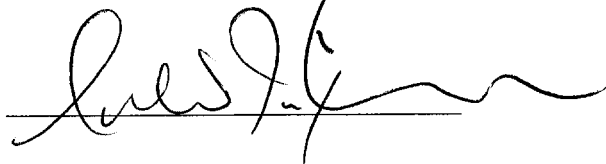
Signed at Plymouth, MI,  
this 23 day of AUGUST, 2006

TMT Logistics ULC

  
\_\_\_\_\_

Signed at Montréal,  
this 5<sup>th</sup> day of September, 2006

SEAFARERS' INTERNATIONAL  
UNION OF CANADA

  
\_\_\_\_\_

LETTER OF UNDERSTANDING

SEAFARERS INTERNATIONAL  
UNION OF CANADA  
BETWEEN

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TMT Logistics ULC  
(hereinafter referred to as "the Company")


AND

SEAFARERS' INTERNATIONAL UNION OF CANADA

The Company agrees to continue paying either family or single medical benefits for those employees who, at December 31, 2004, have completed the probationary period. For those employees who have not completed the probationary period as at December 31, 2004, the Company agrees to pay single medical benefits and make available family coverage at the employee's expense.

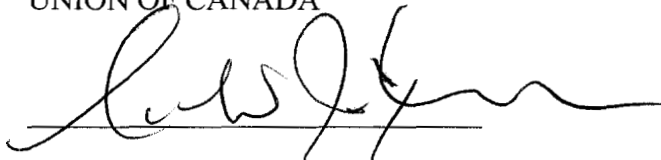
Signed at Plymouth MI,  
this 23 day of AUGUST, 2006

TMT LOGISTICS ULC

  
\_\_\_\_\_

Signed at Montreal,  
this 5<sup>th</sup> day of September, 2006

SEAFARERS' INTERNATIONAL  
UNION OF CANADA

  
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LETTER OF UNDERSTANDING

BY AND BETWEEN

TMT LOGISTICS ULC  
(the "Company")

AND THE SEAFARERS' INTERNATIONAL UNION OF CANADA  
(the "Union")

PREAMBLE

The Union and the Company have agreed to the following.

DISCIPLINARY CODE

It is understood that the present disciplinary code (the "Code") is to be used as a guide only by supervisors on board the ship and members of shore management in the discipline of shipboard personnel. Discretion, good judgment and consistency should be applied in all instances.

Accordingly, in applying this Code, consideration should be given to all the circumstances surrounding the incident or infraction for which discipline is contemplated as well as the previous record of the seaman involved. Investigations should be as thorough and as objective as possible. The following factors, amongst others, should be considered in the determination of the appropriate disciplinary measure to be imposed:

- a) The seaman's length of service with the Company;
- b) The seaman's disciplinary record;
- c) The seaman's performance;
- d) Whether the safety of the ship and/or its crew was endangered by the act;
- e) Seriousness of the offence in terms of Company policy and Company obligations;
- f) The accidental or deliberate nature of the act;
- g) Factors outside the seaman's control contributing to the offence.

  
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The following lists of offences are not intended to be exhaustive:

A. OFFENCES WHICH WARRANT IMMEDIATE DISMISSAL

- i) Possession, consumption, or the bringing aboard ship of illegal drugs, and/or any controlled substance or any substance likely to cause harm;
- ii) Acts of violence;
- iii) Refusal to obey lawful commands;
- iv) Refusal to comply with safety standards, rules and regulations contained in the *Canada Shipping Act* or the Company's safety regulations;
- v) Theft;
- vi) Sabotage (including wilful destruction of Company property);
- vii) Absence from place of duty, thereby endangering the safety of the ship and/or other members of the crew;
- viii) Gross incompetence and/or gross negligence, which endangers the safety of the ship and/or other members of the crew and/or damage to Company property;
- ix) Smuggling;
- x) Desertion.

B. OFFENCES WHICH WARRANT SUSPENSION

- (i) Possession and/or consumption or bringing aboard alcohol or boarding the ship from shore in a visibly impaired state;
- (ii) Threats of violence or intimidation, including harassment of any kind in which involves threats of violence or intimidation ;
- (iii) Deliberate or repeated sleeping on duty;
- (iv) Absence without leave;



REK

- (v) Insubordination;
- (vi) Dishonest conduct;
- (vii) Fighting.

A seaman will be deemed to be in a visibly impaired state when so judged by the Captain or Chief Engineer. However, before imposing the suspension a union representative or ship's delegate will be given the opportunity to assess the seaman's condition.

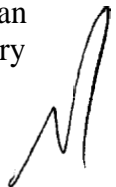
The offences in this category (B), if repeated, shall result in immediate dismissal. Any suspended seaman will not be allowed to register at his dispatch hall without forfeiting his job with the Company. The minimum suspension under category (B) is one month and excludes time off for vacation. Anyone suspended will be responsible for his own transportation costs, both ways.

C. OFFENCES WHICH REQUIRE WRITTEN WARNINGS

- (i) Abusive language;
- (ii) Incompetence;
- (iii) Absence from place of duty;
- (iv) Lateness;
- (v) Negligence;
- (vi) Non-compliance with safety standards, rules and regulations contained in the *Canada Shipping Act* or the Company's safety regulations;
- (vii) Lack of cooperation with officers or other crew members;
- (viii) Harassment, but less serious than the form of harassment referred to under category C;
- (ix) Missing ship.

The offences in this category (C), if repeated, may result in suspension or dismissal.

Depending on the seriousness and frequency of the offences committed by the seaman and the considerations set forth in (a) through (g) above [reference is to the Introductory



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Paragraph of this Code], the possibility of dismissal in the event of continued indiscipline should be mentioned in the final warning. Final warnings shall be in writing. The final warning must be explicit in outlining the offence, and shall indicate whether previous verbal or written warnings have been given, outlining details of all previous infractions which have resulted in a warning; the final warning shall set out clearly the improvement which is expected and the time within which this improvement is reasonably expected to take place.

Typically, three (3) written warnings should be given prior to suspension or dismissal [suspension?] for offences under category (C).

D. PENALTIES IMPOSED AND CLEARING THE RECORD

The penalty imposed in every case will depend on the particular offence or offences committed, the conduct of the seaman involved, his record and the circumstances tending to mitigate or aggravate the gravity of the offence.

1. Conditions of imposition

The following conditions shall be met by the Employer (the Company) when imposing any penalty under this Code, whether dismissal under Category A, B or C or suspension under Category B or Category C. Failure to fulfill all of the requirements set out in this section 1 will result in the automatic nullification of the disciplinary notice, and thereafter it may not be invoked in any disciplinary action or in any arbitration under the collective agreement.

Where the penalty is dismissal:

- (a) The notice of discipline shall be in writing and remitted to the seaman within ten (10) working days of the alleged offence;
- (b) A copy of the notice of discipline shall be forwarded to the Union concerned within three (3) working days of the imposition of the penalty;
- (c) In any meeting with the Captain or Chief Engineer where dismissal is to be imposed, the seaman has the right to be accompanied by a Union Representative or Ship's Delegate.

Where the penalty is suspension:

- (d) The notice of discipline shall be in writing and remitted to the seaman within ten (10) working days of the alleged offence;



zel

- (e) A copy of the notice of discipline shall be forwarded to the Union concerned within three (3) working days of the imposition of the penalty;
- (f) In any meeting with the Captain or Chief Engineer where suspension is to be imposed, the seaman has the right to be accompanied by a Union Representative or Ship's Delegate.

2. Expunging and clearing the record

This section does not apply to any seaman dismissed for an offence set out in Category A of this Code.

With respect to offences committed under Category B and Category C, the following rules apply:

Where the penalty under Category B or Category C is dismissal:

- (a) Where the seaman has, to the satisfaction of the Company's Management Committee performed his or her tasks acceptably and has not had any further disciplinary measures imposed, including warnings, for a period of twenty-four (24) consecutive months, he or she may request that the Union seek to have his or her record of dismissal expunged and cleared by the Company. Unless there are reasonable grounds on which to refuse to expunge the record, the Company's Management Committee will ensure that the seaman's record is expunged and cleared of any reference to the dismissal in question, and the Company shall forthwith clear and expunge the seaman's record of any and all references, direct and indirect to the dismissal in question.
- (b) Where the Management Committee refuses to approve the clearing of the record, it will give written reasons for its decision to the seaman and to the Union.
- (c) Following the affirmative decision of the Company's Management Committee, the seaman's record shall be cleared within five (5) working days following and confirmation shall be communicated in writing to the seaman by registered mail, with a copy to the Union.
- (d) The seaman may grieve the decision of the Management Committee under the ordinary grievance procedure of the Collective Agreement.



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Where the penalty under Category B or Category C is suspension:

- (a) Where the seaman has, to the satisfaction of the Company's Management Committee performed his or her tasks acceptably and has not had any further disciplinary measures imposed, including warnings, for a period of twenty-four (24) consecutive months, he or she may request that the Union seek to have his or her record of dismissal expunged and cleared by the Company. Unless there are reasonable grounds on which to refuse to expunge the record, the Company's Management Committee will ensure that the seaman's record is expunged and cleared of any reference to the dismissal in question, and the Company shall forthwith clear and expunge the seaman's record of any and all references, direct and indirect to the dismissal in question.
- (b) Where the Management Committee refuses to approve the clearing of the record, it will give written reasons for its decision to the seaman and to the Union.
- (c) Following the affirmative decision of the Company's Management Committee, the seaman's record shall be cleared within five (5) working days following and confirmation shall be communicated in writing to the seaman by registered mail, with a copy to the Union.
- (d) The seaman may grieve the decision of the Management Committee under the ordinary grievance procedure of the Collective Agreement.

Where the disciplinary measure is one or more warnings only

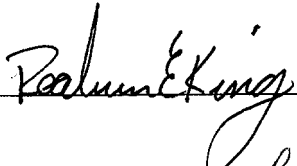
Warning notices will be removed from a seaman's file 24 months after their issuance provided that no other written warning was issued within that period. Failing that, notices will only be removed following a 24-month period during which the seaman received no written warning.



The parties agree to meet annually to review and if necessary revise this Code. Nothing in this document prevents the parties from exercising their rights under the grievance procedure.

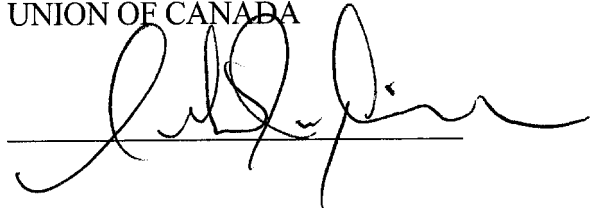
Signed at Plymouth, MI,  
this 25 day of AUGUST, 2006

TMT LOGISTICS ULC

  
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Signed at Montreal,  
this 5<sup>th</sup> day of September, 2006

SEAFARERS' INTERNATIONAL  
UNION OF CANADA

  
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