

Collective Agreement

Between

The Seafarers International Union of Canada

And

TMT Logistics ULC

Effective January 1, 2008 – December 31, 2011

13922(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 licensed **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 recognized by this Agreement to be the duty of the **Union**, the **Company** and said employees, to cooperate **fully**, individually and collectively, for the advancement of these conditions,

(b) A **Labour Management Committee** shall be established **consisting** of the following:

One (1) **Union** Representative, 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** recognizes **the Union** as the **sole** and exclusive representative for the **purpose of** collective bargaining for personnel employed on the **Company's Tug/barge** excluding Bargemaster, Master, and **Chief Engineer** which personnel **are** hereinafter referred to as "employees" **which** word shall include the **singular** as well as the masculine and feminine.

(b) The Union agrees that the Shore Manager or designated Management representative has the exclusive right to determine qualifications, hire, suspend, or **discharge** employees for cause.

(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) working days on board the vessel. During the period of probation, The company will pay 85% of the **full** rate of pay for the position filled. 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 twelve (12) 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** Shore Manager,

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 Shore Managers 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**.

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:
- I. 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.
- (1) The **parties** agree that where the Union fails or is unable to fill a request for licensed 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 licensed 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.
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 Master 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** Master 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 Master **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 Master **shall** immediately furnish to the employee in writing the reasons for such discharge, suspension or lay off **which** the **Master** 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 Master 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

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 authorized by the **Union** to act as its representatives provided that the Company, upon receiving **from any** representatives a waiver, in form satisfactory to the Company, of any claim for any damage resulting from any accident or injury in or about Company property, shall thereupon issue a **Pass** to each such representative enabling **him** to board **the Company's** 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 same 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 pay **period**.

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. This is fully described in the company "Policies and Procedures **Manual**" copy to **be** available to each employee.
- (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 Licensed Officers shall *make* themselves fully aware of their respective responsibilities as described in the Company Policy and Procedures Manual.
- (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 recognize 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 ~~V~~) his basic hourly rate.

(c) If any Statutory Holiday falls during an licensed ~~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 licensed 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 licensed 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 willfully damaging or destroying linen,

and/or any of the above equipment, shall be held accountable for same and may be terminated. This applies to all company equipment on board the vessel.

- (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) work 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) ~~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 LUNCHES

- (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 (1/2) 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 not be responsible for **any** travel costs incurred in **the** event **an Officer** is discharged for just cause or **quits the** vessel voluntarily.
- (C) The Company shall have the **option** to offer and the employees shall 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.
- C) Travel Expenses. **The** Company will provide the following. Each officer will be given a **set amount**, determined by **seniority**, for travel to and from the vessel. (No receipts required)
- | | | |
|------|-----------------|-----------------------------|
| 2008 | \$1,800-\$3,000 | per man based on seniority. |
| 2009 | \$1,800-\$3,000 | per man based on seniority |
| 2010 | \$1,800-\$3,300 | per man based on seniority |
| 2011 | \$1,800-\$3,370 | per man based on seniority |
- (h) The following travel reimbursement **seniority** schedule shall apply.
- (i) **An** employee having completed less **than** one (1) year of service with the company shall receive up to \$1800.00 travel reimbursement (no receipts required) based on number of days **worked** and sailing days (**240**) per season.
 - (j) 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 company shall receive up to \$2,400.00 travel reimbursement (no receipts required) **based** on **number** of days worked **and** sailing days **(240)** per season.

- (k) **An** employee **having** completed more **than five (5)** full **consecutive** years **of** service with **the Company shall receive up** to \$3,000.00 or the **maximum** which ever is greater toward travel re imbusement (No receipts required) **based on** the number of days **worked and sailing days (240)** per season.
- (c) 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 traveling **time**.
- (d) When **an employee falls sick or is injured**, it will be the **duty** of the **Barge** master to see **that the** employee gets first-aid or medical treatment as quickly **as** possible. 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.
- (e) 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) 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
Loss of an item due to a reported accident.

- (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.

18. SCHEDULE OF WAGES

Classification	Daily Rate	2009	2010	2011
First Mate	\$360.24	\$367.44	\$374.79	\$382.29
Second Mate	\$300.01	\$306.01	\$312.13	\$318.37
Second Engineer	\$360.24	\$367.44	\$374.79	\$382.29

19. HOURS OF WORK AND OVERTIME

- (a) In ~~this~~ agreement, "day" means a twenty-four (24) hour day commencing at 00:00 hours one day and ending at 24:00 hours ~~of the same bay~~.
- (b) ~~Officers~~ will ~~work~~ a ~~twelve~~ (12) hour day normally in two (2) ~~six~~ (6) hour watches.
- (c) The normal watches shall be declared as follows:

00:00-6:00 16:00-12:00

12:00-18:00 18:00-24:00

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 1st, 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 (1 1/2) 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) 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 **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 **authorization** and all pertinent banking information. It will be the responsibility of the employee to notify the Company

expeditiously of any changes of address or banking arrangements on a **Company** authorization form. **The** pay stub 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 authorized 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, mechanization, 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, 2008 **and** shall continue in **full** force **until** December 31st, 2011 inclusive and thereafter from **year** to year unless or until either party serves **written notice** or the **other** party to **the** contrary **at** least one hundred and twenty (120) days prior to December 31, 2011 or one hundred **and** twenty (120) **days** prior to December 31st of **any** subsequent year.

Signed at Plymouth, mi

this 28th day of July, 2008

TMT Logistics ULC

Joseph A. Plozi

Signed at The ...,

this 30 day of July, 2008

SEAFARERS' INTERNATIONAL
UNION OF CANADA

[Signature]

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;

- (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, N.I.

This 28th day of
July 2008
Joseph A. Plozai
TMT LOGISTICS ULC

Signed at _____,
this _____ day of _____, 2008

SEAFARERS' INTERNATIONAL
UNION OF CANADA
[Signature]

LETTER OF UNDERSTANDING

SEAFARERS' INTERNATIONAL
UNION OF CANADA
BETWEEN

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 28th day of July 2008

TMT LOGISTICS ULC

Joseph A. Plozai

Signed at _____,
this ____ day of _____, 2008

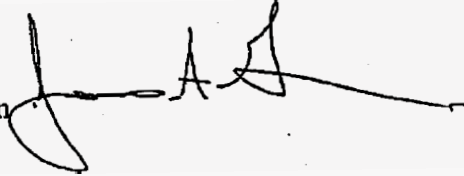
SEAFARERS' INTERNATIONAL
UNION OF CANADA

[Signature]

Letter of Understanding

The Company **agrees to** pay the amount **\$6500.00** per year to the **Seafarers** International Union of **Canada Hiring Hall** fund.

Signed for the Union

A handwritten signature in black ink, appearing to be 'J. A. D.', written over a light grey rectangular background.

For the Company

Joseph a Plozet

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Order No.: 9299-U

IN THE MATTER OF THE

Canada Labour Code

- and -

Seafarers' International Union of Canada,

applicant union/certified
bargaining agent,

- and -

TMT Logistics ULC,
Toronto, Ontario,

employer.

WHEREAS the Canada Industrial Relations Board has received an application for certification from the applicant union as bargaining agent for a unit of employees of TMT Logistics ULC pursuant to section 24 of the *Canada Labour Code (Part I - Industrial Relations)*;

AND WHEREAS, following investigation of the application and consideration of the submissions of the parties concerned, the Board has found the applicant to be a trade union within the meaning of the *Code* and has determined the unit described hereunder to be appropriate for collective bargaining and is satisfied that a majority of the employees of the employer in the unit wish to have the applicant trade union represent them as their bargaining agent.

NOW, THEREFORE, it is ordered by the Canada Industrial Relations Board that Seafarers' International Union of Canada be, and it is hereby certified to be, the bargaining agent for a unit comprising:

"all licensed crew employed by TMT Logistics ULC including all employees classified as mates of any class, engineers of any class, and/or all desk and engine room officers however designated, employed on-board the vessels Sarah Spencer / Jane Ann IV, excluding chief officer, chief engineers, relief master, barge master, captains and all unlicensed employees already represented in another unit."

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Order No.: 9299-U

ISSUED at Ottawa, this 3rd day of July, 2007, by the Canada Industrial Relations Board.

Louise Fecteau
Vice-Chairperson

Reference: File No. 26074-C