

COLLECTIVE AGREEMENT

Between



MCASPALT MARINE TRANSPORTATION LTD. (MMTL)
(Hereinafter referred to as “The Company”)

And



Unifor
And its Local 4401
(Hereinafter referred to as “The Union”)

January 1st, 2019 to December 31st, 2022.

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ARTICLE 1

PURPOSE OF AGREEMENT

1.01

Preamble:

It is the intent and the purpose of the parties hereto to set forth the agreement between them with respect to the rates of pay, hours of work and other conditions of employment to be adhered by the parties hereto and those of the Company's employees who are covered hereby, to provide prompt, equitable adjustment of grievances; and to grievances in order that there shall be no interruptions of work, work stoppages, strikes, lockouts or other interferences with the operation and maintenance of the Company's operations during the term of this Agreement.

1.02

Gender:

In this agreement words using the masculine gender include the feminine and neuter, the singular includes the plural and the plural-singular, where the text so indicates.

1.03

There shall be no discrimination and/or harassment, against any person on the basis of colour, creed, religion or sex or sexual orientation, or prohibited grounds as defined in the Federal Human Rights Code; and to have a joint policy on workplace Harassment.

ARTICLE 2

MANAGEMENT RIGHTS

2.01

The Masters and other Officers of the Company's vessels have and shall continue to have the exclusive right and authority to direct and to fix the hours of work thereof, and to hire, promote, demote, transfer, layoff, suspend, discharge or otherwise discipline employees. The Company agrees that these rights shall not be exercised by the Master and/or other Officers of the Company's vessels in conflict with any of the provisions of this Agreement. Vessel(s) or Company's vessel(s) means any one or more of the vessels owned, operated, and/or managed by the Company.

2.02

Order of Direction of a Master or Officer:

The Union agrees that when any employee considers that an order or direction of the Master or of any other Officer of his vessel is in conflict with the terms of this Agreement and as a result thereof, a grievance or dispute arises, such employee shall nevertheless obey such order or direction and thereafter, either the Union or such employee may obtain a settlement of such grievance or dispute pursuant to the provisions of Articles 5 and 6 of this Agreement.

2.03 The Company shall have the sole right to determine the number of employees on board the vessel and shall have the right to increase or decrease that number at any time provided that the manning scale complies with existing regulations. "Employee" as used in this agreement shall mean any one or more of the unlicensed personnel employed on board the Company's vessels in the classification set forth in Article 10.01.

ARTICLE 3 **RECOGNITION**

3.01 The Company recognizes the Union as the sole bargaining agent for all unlicensed employees who are employed on the vessels of McAsphalt Marine Transportation Ltd. (MRTL) (referred to in this Agreement as "the Company").

3.02 **Hiring Through Union:**

The Company agrees to hire all unlicensed employees through the offices of the Union in accordance with the terms and provisions of this Agreement. Any such employees shall be obligated to join the Union.

3.03 **Union Membership:**

All employees who, on the date of this Agreement, are members of the Union in good standing in accordance with its constitution and by-laws and all employees who shall hereafter become members of the Union shall, as a condition of their continued employment, maintain their membership in the Union in good standing for the duration of this Agreement. Each new employee hired by the Company after the date of this Agreement who is not a member of the Union shall become a member, as a condition of his continued employment and maintain membership in the Union.

3.04 **Cease to be a Member of the Union:**

(a) The Company shall not be required to discharge any employee at the request of the Union except for failure to maintain membership in the Union under the provisions of this Article, and in any event, not until a replacement is available under the provisions of Article 8 hereof.

(b) For the purpose of this Article, any employee shall not be deemed to have ceased to be a member of the Union in good standing until the Union shall have determined that the membership of such employee in the Union is not in good standing and shall have given the Company notice in writing of such determination.

3.05 Crossing Picket Lines:

It is agreed for the purposes of this agreement that refusal of a member of the Union to pass through any lawful picket line shall not be construed as a violation of this agreement and shall not be a reason for discipline or discharge.

Deduction of Union Dues:

3.06 The Company agrees, during the lifetime of this Agreement to deduct from each employee who has so authorized in writing whatever sum may be authorized in accordance with the Union's constitution and by-laws for the monthly Union dues and/or initiation fees from the pay due each payroll period. The written authorization referred to above shall be in duplicate, one copy being filed with Union and one copy being filed with the paymaster of the Company.

3.07 Forwarding Deductions to the Union:

The Company shall forward to the Representative of the Union from time to time, designated by it to receive same, the amount so deducted not later than thirty (30) days following the date on which such deductions were made.

3.08 Indemnification:

The Union shall indemnify the Company, its vessels officers, servants, and agents and hold it and them or any of them 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 it, them or any of them for the purpose of complying with the foregoing provisions of this Article or in reliance on any list or notice which shall have been furnished to it, them or any of them under any of the provisions of this Agreement.

ARTICLE 4 UNION REPRESENTATION

4.01 Delegates:

One member of the Union on each of the Company's vessels shall be delegated by the Union as delegate for each vessel to act as liaison between the Union and the Company for the purpose of fulfilling the purposes of this Agreement.

Providing they do not interfere with the working or good order of the Company's vessels, neither the Company nor any of its officers on board the Company's vessels shall dismiss, demote or in any

manner discriminate against delegate or other employee for actions taken by such delegate or such employee in the performance of his duties.

The name of the delegate from time to time designated, shall be given in writing to the Master and Chief Engineer and the Company shall not be required to recognize any such delegates until this has been done.

4.02 Cooperation of Company:

The Company undertakes to instruct its supervisory personnel to cooperate with the delegates in the carrying out of the terms and requirements of this Agreement, and the Union undertakes to secure from its officers, delegates, and members, their cooperation with the Company and with all persons representing the Company in a supervisory capacity.

4.03 Company Passes for Authorized Full Time Representatives of the Union:

The Company agrees to issue boarding passes to authorized full time representatives of the Union for the purpose of conferring and consulting with employees.

Union representatives referred to above having obtained boarding passes, shall be permitted the Company's vessels at any port or where necessary and shall be permitted to board to confer with the Masters or Officers in charge of Company's vessels with respect to matters that are the subject of this Agreement provided that the representative shall not interfere in any way with the efficient operation of the Company's vessels.

ARTICLE 5 GRIEVANCE PROCEDURE

5.01 A grievance is defined as a difference between the parties relating to the interpretation, administration or an alleged violation of this Agreement.

5.02 Step No. 1:

(a) An employee grievance shall be presented to the ship's delegate representative of the Union within thirty (30) days of the events or circumstances giving rise to the grievance. Any monetary claim, unless filed within sixty (60) days from receipt of an employee's pay slip, shall be deemed to be abandoned by the employee or his agent.

- (b) The delegate or representative of the Union shall thoroughly discuss the grievance with such employee and within two days thereof present the grievance to the particular officer in charge of the relevant department. The officer and delegate or representative of the Union shall make every effort to achieve a satisfactory settlement.

5.03 Step No. 2:

Failing the achievement of a settlement pursuant to Step No. 1 above, within two days of the presentation of the grievance the delegate or representative of the Union shall reduce the grievance to writing, and present it to the Master or Chief Engineer of the vessel. The written grievance shall describe the nature of the grievance, the article of the Agreement allegedly violated, the date of the violations, and the redress sought. The Master or Chief Engineer shall thereupon make every effort to achieve a satisfactory settlement and shall give his reply in writing.

5.04 Step No. 3:

- (a) Failing settlement at Step No. 2 within three days of the presentation of the grievance to the Master or Chief Engineer, the delegate or Union representative shall forward a copy of the written grievance to a full-time representative of the Union who upon receipt of the written grievance shall forthwith make arrangements with representatives of the Company to attempt to effect a satisfactory settlement. The Company reply shall be in writing.

- (b) Notwithstanding the forgoing, the Union shall at any time have the right on behalf of one or more of its members by written notice mailed or delivered to the Company within thirty (30) days after a grievance or dispute has been brought to its, or the Company's attention, to require that immediate arrangements be made for representatives of the Union and the Company to investigate any such grievance or dispute under this Article, by discussion with the parties thereto, if possible, and to settle the grievance or dispute equitably and in accordance with the terms of this Agreement.

5.05 Step No. 4:

Failing settlement at Step No. 3 within 10 days of the meeting between the full time representative of the Union and the representative of the Company, either party may notify the other in writing of its intention to proceed to arbitration. If no such written notice requesting arbitration is made within the specified time limit, then the grievance shall be deemed to have been abandoned.

5.06

Discipline and Discharge Cases:

- (a) No employee shall be disciplined or discharged without just cause. Discharges or discipline must be effected by the Company within 24 hours of the actions by the employee giving rise to the discharge or discipline. In cases of discharge or discipline the grievance procedure shall be commenced at Step No. 3. At the request of the employee a ship's delegate or a fellow employee may be present when disciplinary action is anticipated.
- (b) At the request of the Union, the Company shall review the causes of discharge of a former employee and upon completion of such review and upon mutual agreement of the parties, such former employee or employees respectively, as the case may be, may be re-hired upon terms agreed to, and have his seniority status adjusted.
- (c) All records of warnings, suspensions and other forms of discipline will be removed from an employee's file after a period of two years. In such event the Company will not rely on disciplinary offences more than two years old when considering the appropriate penalty for a new offence.

5.07

Policy Grievance:

- (a) A policy grievance is defined as a dispute or difference involving the Union or a substantial number of employees in the bargaining unit. Such grievance shall be submitted by the Union to the Company in writing within 30 days of the events or circumstances giving rise to the grievance and sent by registered mail or delivered by hand.
- (b) The Company, upon receipt of the said notice shall forthwith make arrangements in writing within 21 days. If there is no acknowledgement of the above mentioned policy grievance, the grievance will be considered settled in the Union's favour as submitted.

- (c) **Company Grievance:**

A Company grievance is defined as a grievance instituted by the Company involving a dispute or difference with the Union or its members. Such a grievance may be referred to the Union in the same manner and to the same extent as a policy grievance, and the procedures for settling such grievance shall be in the manner as prescribed for policy grievance.

ARTICLE 6

ARBITRATION

- 6.01 (a)** Grievances that have been processed in accordance with the procedures specified by Article 5 and not settled may be referred to arbitration upon the written submission of either party.
- (b)** Within five (5) days of the receipt of the written request by either party for arbitration, the parties shall confer with a view to choosing a single arbitrator. Should the Company and the Union fail to agree on a single arbitrator within 20 days of the meeting referred to above, the Minister of Labour for Canada will be asked to appoint a Chairman.
- 6.02** The time limits set forth in Article 5 and 6 can be extended or modified upon the written agreement of both parties to this Agreement.
- 6.03** The award of the arbitrator appointed in accordance with the provisions of this Article shall be final and binding upon both parties.
- 6.04** The award of the arbitrator shall be limited to the grievance, dispute or difference described and contained in the written grievance and the arbitrator does not have the power to disregard, alter or modify any of the provisions of this Agreement or accept any new provision for any existing provision or to give any award inconsistent with the terms and provisions of this Agreement.
- 6.05** Each of the parties to this Agreement shall jointly bear the fees and expenses of the arbitrator.

ARTICLE 7

SAFETY

7.01 Safe Working Gear and Equipment:

Officers and crew members will strive for the highest level of safety and the prevention of pollution. The Master and the employees shall be encouraged to meet on a regular basis in order to discuss problems, safety, morale or other important matters. Only in the event that difficulties cannot be overcome on board will the appropriate persons in the Union and the Company be notified.

The Company shall make every reasonable effort to furnish and maintain safe working gear and equipment for the protection of the employees and shall continue to make reasonable provisions and rules for the safety of the employees. Such established rules to be promptly made known to both the members and the Union.

- 7.02** The Company shall provide to the employees, work gloves and safety equipment including hard hat and a sufficient pairs of

coveralls (plus up to two (2) pairs of lined coveralls as may be required). As well, sufficient steel toed rubber boots to be made available in case of oil spills and other dirty work. The Company will provide an allowance to crew members of \$250.00 for a winter jacket and work boots and \$250.00 for rain gear, per year after ninety (90) days of employment.

Floater jackets and suits will be provided to crew members by the Company and maintained/replaced as necessary upon written request and verification by the Captain or Chief Engineer as to their condition. Floater jackets and suits shall remain property of the Company. The Company shall also provide one (1) pair of summer and one (1) pair of winter non-nomex coveralls to cook/utilities.

7.03

The Company shall ensure that employee's accommodations, washroom and shower facilities, galley, recreation room and equipment as well as appliances and supplies (i.e. food, bedding, soap, towels, washer and dryer, etc.) are adequately provided and maintained so as to provide a good standard of living and comfort for employees working aboard the vessels.

ARTICLE 8

SENIORITY:

8.01

Seniority is defined as length of continuous service with the Company and shall be recognized by the parties with respect to all matters of employment governing the rehiring, layoff, demotion, promotion and work on laid up ships, provided employees have the ability to perform the work in question, are willing and physically fit.

A seniority list shall be established and maintained by the parties with an updated copy to be produced in January of each year. The list shall describe:

- (i) Date of Company hiring and Company seniority;
- (ii) Date of hiring into particular classification and the employee's seniority number in his classification. Employees with equal classification and Company seniority will be placed on the appropriate seniority list as designated by the Union.

8.02

Seniority shall be understood to commence at the date of employment with the Company. Employees shall serve a probationary period of 90 working days as an evaluation of regular full time employment. During the probationary period, the Company may terminate a probationary employee, if, in the opinion of the Company, the employee would not be suitable for permanent employment. Should the employee be offered and accept a regular

full time position with the Company, the employees seniority shall commence from the first day employed.

8.03 In the event of a layoff, permanent employees will be allowed to displace a relief employee who is part time, probationary or who is otherwise not a permanent employee of the Company.

Should a vessel be permanently removed from service or is otherwise expected to be shut down for more than six (6) continuous months, employees will be allowed to exercise seniority to obtain positions on another Company vessel.

8.04 (a) Employees who are promoted to a permanent Officer position will remain on the seniority list for ninety (90) working days from the date of the promotion, after which time their seniority shall be lost and their name removed from the seniority list.

(b) Employees who transfer to a permanent position in another Department will remain on the former Department seniority list for ninety (90) working days from the date of the transfer, after which time their name will be placed on the new Department seniority list and their name removed from the seniority list of their former Department.

8.05 The Company may temporarily transfer an employee from one vessel to another to a maximum of fourteen (14) days when required to ensure safe manning. The Union Hall will be notified in advance of all such transfers.

ARTICLE 9 **HOURS OF WORK, OVERTIME AND LEAVE**

9.01 (a) The parties agree that due to the nature of tug/barge operations, employees are required to be available 24 hours per day, 7 days a week.

A day is defined as a 24 hour day beginning at 00:00 hours and ending 24:00 hours same day.

Unlicensed employees will work a twelve (12) hour day consisting of two (2) six (6) hour shifts.

The above shifts will be as follows:

00:00-06:00	06:00-12:00
12:00-06:00	06:00-00:00

The Company agrees that its employees will have adequate time off.

Cook Utility employees will work twelve (12) hour shifts as set by the Master and posted in the Galley.

9.01 (b)

All hours worked in excess of twelve (12) hours in a day (and/or all hours worked in excess of eighty-four (84) hours in a week) shall be considered overtime and will be paid at the rate of time and on half (1 ½) the hourly rate. The overtime hourly rate shall be the earnings per day worked, divided by 12 and multiplied by 1.5.

Such overtime shall only be recognized when it is approved by the Master prior to the overtime being worked.

McAsphalt Marine Transportation Ltd. (MRTL) will operate a “one on one” leave system of its’ Unlicensed Crew. The schedule of work and leave shall be 42 days of work followed by 42 days of leave with pay.

9.02 (a)

Meal Hours:

Meal hours shall be adjustable according to the vessel’s operating schedule but the Master shall be responsible for arranging a sensible relief system in keeping with the vessel’s schedule.

When applicable, meal hours shall be as follows unless otherwise directed by the Captain:

0730-0830	-	Breakfast
1130-1230	-	Lunch
1700-1800	-	Supper

9.02 (b)

Where persons other than the normal crew complement (regularly scheduled employees, officers and Cadets of the vessel) are aboard, the Company will pay the Cook/Utility \$5.40 for each meal provided to such person. The Cook/Utility shall forward a report approved by the Captain for extra meals to the Company, failing which no extra meal allowance will be paid. Where possible, advance notice shall be given to the Cook/Utility of any extra persons joining the vessel. A normal crew complement does not include trainers, pilots, contractors, surveyors, office staff, registered guests or any additional crew.

9.03

When it is necessary for crew members to work inside oil tanks, sludge tanks, raw sewage/grey water tanks, double bottom ballast tanks or where there is direct contact with raw sewage, such hours will be paid at the rate of one time and one half the applicable hourly rate. When such work is performed during overtime hours it will be paid at two times the applicable hourly rate.

Note 1: All tank entry work shall be authorized by the Captain or Chief Engineer.

Note 2: The confined space entry premium shall be applicable to tugs at all times however, the premium shall only apply to barges during the navigating and operating season.

9.04 Crew members will be paid one hour overtime when called out to attend a safety meeting or drill (including fire and life boat drill) while off watch.

ARTICLE 10 RATES OF PAY AND CLASSIFICATIONS:

10.01 (a) Wage adjustments will be calculated on January 1st (either as a total percentage increase or combined with lump sum) – paid in July and reduced percentage

WAGE ADJUSTMENT

2019	2020	2021	2022
2.25%	2.25%	2.25%	2.5%

DAILY RATE

	2019	2020	2021	2022
Cook/Utility =	\$190.98	\$193.85	\$197.33	\$201.29
Deck/Utility =	\$187.83	\$192.06	\$196.38	\$201.29
Engine/Utility =	\$191.73	\$194.60	\$197.33	\$201.29

TOTAL EARNINGS PER DAY

	2019	2020	2021	2022
Cook/Utility =	\$381.96	\$387.69	\$394.65	\$402.57
Deck/Utility =	\$375.67	\$384.12	\$392.76	\$402.58
Engine/Utility =	\$383.46	\$389.21	\$394.66	\$402.58

OVERTIME RATE

	2019	2020	2021	2022
Cook/Utility =	\$47.75	\$48.46	\$49.33	\$50.32
Deck/Utility =	\$46.96	\$48.02	\$49.10	\$50.32
Engine/Utility =	\$47.93	\$48.65	\$49.33	\$50.32

10.02 (a) Wages shall be paid bi-weekly, with a cash advance of up to \$500.00 at months end. The current system of cash advances will continue subject to the continued availability of money supply.

(b) All payslips shall be placed in a sealed envelope and mailed to the employee's home address.

ARTICLE 11

HOLIDAYS

11.01 The Company agrees to recognize the following holidays:

New Years Day

Good Friday

Easter Monday

Family Day (Ontario)

First Monday in June

Victoria Day

First Monday in August

Canada Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

11.02 When an employee is required to work on a holiday, he/she shall be paid his/her earnings per day (daily rate and an accrued leave day) and an additional 1.5 times their total earnings per day worked. All holidays include those listed under the Canada Labour Code as well as those days agreed to in 11.1.

Employees who are not on board during a holiday will be paid at their daily rate from their leave bank.

11.03 In the event an employee is laid off on a holiday, the amount of holiday pay to which that employee is entitled is all of the regular wages earned by the employee in the four weeks before the day of

the holiday, plus all of the vacation pay payable to the employee with respect to the four weeks before the day of the holiday, divided by 28.

ARTICLE 12
12.01

EMPLOYEE BENEFITS

The Company will provide employees with uninterrupted Benefit Plan coverage year round (current Benefit Plan), with the full cost of such coverage paid by the Company including during periods of layoff.

The Company agrees to continue contributions during any period an employee is off work as a result of compensable disability or illness, in accordance with the provisions of the current Benefit Plan.

Upon ratification the company agrees, in addition to the \$300.00 eyeglass coverage, to provide coverage up to \$250.00 for prescription safety glasses every 24 months.

The Company agrees to increase the LTD amount from \$1250.00 to \$1500.00.

The Company agrees to increase life insurance for employees with more than five (5) years seniority to 1.5 times their annual earnings.

Effective as soon as possible following ratification improve Dental Plan to provide Major Services (50%) with maximum per calendar year coverage to \$1500.00.

Changes to be reflected in new copies of Benefits Plan.

12.02

An employee's seniority will continue to accumulate during all periods of illness or disability as follows:

1-4 years of service with the Company – 24 months;

5-10 years of service with the Company – one year for every year of service;

11 years or more – until age 65.

12.03

Employees with one year's seniority will join the Company RRSP/DPSP pension plan.

The Company shall pay on behalf of each unlicensed crew member in addition to their regular pay, six and a half percent (6.5%) of their basic daily rate on the basis of twelve (12) hours for each day

worked and for each day while on leave, over and above any contribution to a Federal or Provincial Plan.

Each employee shall contribute to the pension plan and shall have deducted from his pay by the Company an amount of six and a half percent 6.5% of the employee's basic hourly rate on the basis of 12 hours for each day worked, over and above any contribution to the Federal or a Provincial Plan.

Under the terms of the Plan the withdrawal of funds is only permitted upon retirement, termination of employment or death. RRSP withdrawals will not be permitted when actively employed unless otherwise permitted by law. The withdrawal request must be made in writing one hundred and twenty (120) days before the release of any pension funds.

The Company may allow the withdrawal of the funds if it is determined that an employee is totally disabled and will unlikely return to the work force. In order to qualify under this option you must be receiving Long Term Disability benefits and provide the Company with a letter from your treating physician stating that due to your medical condition it is unlikely that you will return to the work force.

Provide early retirement at age 55 upon employee request.

ARTICLE 13

BUSINESS OPERATIONS

13.01 (a)

The size of the crew necessitates that the member whose main function is cooking will be required to perform other duties. Other crew members may be required to perform the duties in the galley on an interim basis when required and at the Master's discretion.

(b)

Transportation:

All transportation costs incurred when an unlicensed crew member takes their leave to and from their home residence will be paid fully, including any fit-out, lay-ups that may occur.

As a general rule, employees using a car are entitled to a two way car allowance of fifty cents (\$0.50) per kilometer for all kilometers up to 600 kilometers. In the event the round trip is in excess of 600 kilometres, the employee will be reimbursed on the basis of actual gas expenditures and shall be required to provide gas receipts.

(c)

The Company shall reimburse to an employee following a work accident or sickness all transportation expenses from their place of work to the nearest Hospital or Clinic. On the Doctor's recommendation the Company shall reimburse transportation

expenses from their place of work, from the hospital or clinic to their place of residence in Canada.

- (d) Excess baggage charges will be reimbursed when fitting out, laying up and transferring.

13.02 Bargaining Unit Work

Licensed Deck Officers and Engineers will not perform work normally performed by employees in the bargaining unit to such a degree that results in the layoff or prevents the employment of bargaining unit employees, or results in the loss of regular or overtime bargaining unit work assignments, or that erodes the bargaining unit.

13.03 Officer Cadets

Officer Cadets employed on board vessels of the Company shall be registered in a government approved marine school and shall be employed in accordance with the teaching curriculum of such marine school, subject to the following terms and conditions:

- (a) Such officer cadet shall be employed in duties which are additional to but not in substitute for the duties performed by employees;
- (b) (i) An officer cadet shall not perform overtime which is customarily performed by employees;
- (b) (ii) An officer cadet who is on watch, shall not perform work which is customarily performed by employees working overtime.
- (c) An officer cadet, during the time he is employed on board the vessel, shall pay to the Union its current monthly dues.

13.04 (a) An employee who, while employed by the company suffers loss of clothing or the personal effects of any kind because of a marine disaster, fire, flood, or shipwreck, shall be compensated by the company for such loss up to a maximum of \$3,500.00.

(b) An employee or their estate making a claim under this section shall submit reasonable proof to the company of the actual loss the employee suffered.

(c) Any dispute between an employee and the company with respect to a claim made under subsection (a) shall be subject to the grievance and arbitration procedures set forth in this agreement.

13.05 For the purposes of this Agreement the Navigation Season is defined as being from January 1 to December 31 of each year.

ARTICLE 14 **LEAVES**

14.01 (a) The Company shall pay for lost time for two members who may have to attend negotiations during the navigation season. Transportation costs to be shared between the Company and Union.

(b) An employee may be absent from his employment without pay for a period of 180 days on account of illness or death in his immediate family. Benefit Plan coverage will continue for a period of 90 working days during such leave.

(c) An employee shall be granted leave with pay when death occurs to a member of his immediate family, i.e. spouse, child, father, mother, sister, brother, grandparent, mother-in-law and father-in-law. Such pay to be ten (10) days basic pay except for spouse, child or parent, which would be twenty (20) days basic pay. Claims for compassionate leave pay must be submitted by the employee in writing to the Company along with proof of bereavement in the employee's immediate family.

(d) Upon written request to the Union and the Company, the Company shall grant to an employee with three (3) or more years of seniority, one (1) year leave of absence without pay, without benefits, and without loss of seniority. It is understood and agreed that such leave will not be used in order to be employed by a competitor or in similar Marine Transportation work.

ARTICLE 15 **VACATION PAY**

15.01 An employee having completed less than one (1) full seasons of service will be credited with four percent (4%) of his total wages.

15.02 An employee having completed one (1) and less than eight (8) full seasons of service will be credited with six percent (6%) of his total wages.

15.03 An employee having completed eight (8) and less than twelve (12) full seasons of service will be credited with eight percent (8%) of his total wages.

15.04 An employee having completed twelve (12) full seasons of service will be credited with nine percent (9%) of his total wages.

15.05 An employee having completed fifteen (15) or more full seasons of service will be credited with eleven percent (11%) of his total wages.

15.06 Vacation pay shall be paid out bi-weekly in accordance with the Company payroll system at the applicable percentage rate as agreed to in this Article. The Company will continue to inform employees' on vessels of their accumulated paid leave.

15.07 Changes in vacation steps will take effect starting with the first pay period following an employee's seniority date.

ARTICLE 16 **SHORT TERM LAY-UP**

16.01 When a vessel is laid up for a period of five (5) days or less, employees will suffer no loss of pay, benefits or lay day accumulations.

The Company agrees to give all affected employees at least forty-eight (48) hours written notice of lay-off and it is agreed that such written notice shall be posted. In lieu of such said notice the Company agrees to pay each employee so laid off one (1) day's basic pay (i.e. twelve (12) hours at the basic hourly rate). Except in the case of emergency.

ARTICLE 17 **TERM**

17.01 This agreement shall remain in force from January 1, 2019 to December 31, 2022 and shall, without further act of the parties to be renewed from year to year thereafter, unless written notice of desire to amend, modify or cancel any term hereof is given by either party to the other, not later than ninety (90) days prior to the expiry date of the agreement.

**MCASPHALT MARINE
TRANSPORTATION LTD. (MMTL)**

Unifor AND ITS LOCAL 4401

LETTER OF UNDERSTANDING #1

BETWEEN

**MCASPHALT MARINE TRANSPORTATION LTD. (MMTL)
(Company)**

And

**Unifor and its Local 4401
(Union)**

RE: JOINT HARASSMENT POLICY

This letter of understanding shall be read together with and shall form part of the Collective Labour Agreement between the Company and the Union.

McAsphalt Marine Transportation Ltd. (MMTL) and the CAW and its Local 4401 are committed to providing a harassment free workplace. Providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each others' rights.

Workplace Harassment Policy and Procedure:

Every employee has the right to work in an environment free of harassment. This right includes the responsibility to eliminate harassment in our workplace, either as a participant or as an observer.

This policy and procedure outlines the commitment of McAsphalt Marine Transportation Ltd. (MMTL) and the CAW and its Local 4401 to ensure a harassment free workplace as required under applicable Human Rights Legislation and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

This policy exists to underline the seriousness of workplace harassment and to establish that there is no acceptable level of harassment at McAsphalt Marine Transportation Ltd. (MMTL). Employees who feel that they are being harassed are encouraged to seek protection under this policy.

Workplace Harassment Defined

Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of grounds such as: gender, disability, race, colour, sexual orientation or other grounds prohibited by applicable Human Rights Laws. Deliberate and unwelcome personal or psychological harassment of individuals in the workplace is also prohibited. At McAsphalt Marine Transportation Ltd. (MMTL), all employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as all Company vessels.

Workplace harassment may include, but is not limited to examples such as the following:

- Unwelcome remarks, jokes, innuendoes or taunting about another's body, attire, gender, disability, racial or ethnic background, sexual orientation, etc., which causes awkwardness or embarrassment.
- Displaying visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, posters, cartoons, graffiti or simulation of body parts.
- Leering (suggestive staring) or other gestures.
- Unnecessary physical contact such as touching, patting or pinching.
- Unwanted sexual solicitation, physical contact or advances, particularly those made with implied reprisals when rejected.
- Refusing to work or share facilities with another employee because of the other's gender, disability, sexual orientation, racial, religious or ethnic background.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Obligation of Employees

Employees are obliged to bring any complaint of harassment to the attention of a senior officer of the vessel or the human resources department of the Company or a representative of the Union as soon as possible. If the Company and Union are not made aware of workplace harassment, they may be unable to address such issues.

What Harassment is Not

Properly discharged supervisory responsibilities including disciplinary action, or conduct that does not interfere with a climate of understanding and respect for the dignity and worth of McAsphalt Marine Transportation Ltd. (MMTL) employees are not considered to be harassment. Neither is this policy meant to inhibit free speech or interfere with the normal social relations that are a part of work life at McAsphalt Marine Transportation Ltd. (MMTL).

Filing a Complaint

If an employee believes that he or she has been harassed on the basis of any of the grounds stated above, that employee should;

- Tell the alleged harasser(s) to stop whenever possible;
- Document the event(s), complete with the time, date, location, names of witnesses and details of each event whenever possible.
- If the harassed employee does not feel able to approach the alleged harasser(s) directly, or if, after being told to stop, the alleged harasser continues, the harassed employee should lodge a complaint directly to any Company or Union Representative.

Investigation

When an investigation of a complaint is required, it will be conducted in accordance with the joint investigation procedure agreed to between the Union and Company.

Resolution

Upon completion of their joint investigation, the investigators will present their report to the designated Union and Company Representatives. The Company agrees that ten (10) days after receiving the joint investigation report, the harassment complaint will be resolved.

The purpose of this policy and procedure is to allow the Union and its Local 4401 and McAsphalt Marine Transportation Ltd. (MMTL), the opportunity to address and resolve internal problems related to achieving a harassment free workplace. This policy and procedure in no way precludes the complainant's right to seek action under the applicable Human Rights Legislation.

LETTER OF UNDERSTANDING #2

BETWEEN

**MCASPHALT MARINE TRANSPORTATION LTD. (MRTL)
(Company)**

And

**Unifor and its Local 4401
(Union)**

RE: CERTIFICATION

Any certification or courses required for regulatory, Company or third parties shall be arranged and fully paid for by the Company. This will include wages (with leave days accumulation during periods of employment but with additional wages and no leave day accumulation during periods of leave), travel, accommodations and meals.

Following completion of the certification or course, should the employee leave employment with tug and barge operation before completing one hundred and eighty (180) working days, the cost of the certification or course only will be a proper payroll deduction.

LETTER OF UNDERSTANDING #3

BETWEEN

**MCASPHALT MARINE TRANSPORTATION LTD. (MRTL)
(Company)**

And

**Unifor and its Local 4401
(Union)**

RE: EAP PROGRAM

This letter of understanding shall be read together with and shall form part of the Collective Agreement between the Company and the Union.

It is recognized that substance abuse and Psychological disorders (and their related problems) can result in serious medical and social issues affecting employees. As a result, the Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.

The Company agrees to take a comprehensive approach when dealing with such employee problems and Company assistance will include the referral of employees to appropriate counselling services or treatment and rehabilitation facilities when necessary.

The Company will provide all normal group insurance benefits to employees involved in a medically prescribed course of treatment.

A joint Committee with representatives of the Company and Union will be established to administer this program.

LETTER OF UNDERSTANDING #4

BETWEEN

**MCASPHALT MARINE TRANSPORTATION LTD. (MRTL)
(Company)**

And

**Unifor and its Local 4401
(Union)**

RE: MANNING SCALE

It is agreed that the life of this Agreement there shall be a manning scale for each of the two (2) vessels currently operated by the Company as follows:

Deck Utility (3), Engine Utility (2), Cook Utility (1), it is understood and agreed that the third Deck Utility crew member may not be required in the event of an extended period of dedicated Coastal Trade (i.e more than 10 days). It is further understood that Cadets will not perform any Deck Utility work when the third Deck Utility crew member is laid off. The Company shall discuss any change of this nature with the Union prior to its implementation.

If Company is unable to schedule 3rd Mate on a consistent basis, a deck utility will be used.

LETTER OF UNDERSTANDING #5

BETWEEN

**MCASPHALT MARINE TRANSPORTATION LTD. (MRTL)
(Company)**

And

**Unifor and its Local 4401
(Union)**

RE: CABIN EQUIPMENT

Each cabin shall be equipped with a refrigerator, television, basic plus television package and a DVD player to be repaired or replaced by the Company as necessary. Employees are expected to exercise reasonable care in the operation of such equipment. The Company agrees to ensure that all crew cabins are fitted with surge protectors.

LETTER OF UNDERSTANDING #6

BETWEEN

**MCASPHALT MARINE TRANSPORTATION LTD. (MRTL)
(Company)**

And

**Unifor and its Local 4401
(Union)**

RE: GROCERY BUDGET

Budget for groceries on board to be adjusted annually for inflation based on Statistics Canada reported inflation for the previous year.