

THIS AGREEMENT made this *24th* day of *January* A.D. 19*89*

BETWEEN :

THE CANADIAN MERCHANT SERVICE GUILD

(hereinafter referred to as the "Union")

- and -

THE OTTAWA RIVERBOAT COMPANY LIMITED

(hereinafter referred to as the "Company")

| | | | |
|-------------------|--------------|-----------|-----------|
| SOURCE | <i>Union</i> | | |
| EFF. | <i>85</i> | <i>11</i> | <i>25</i> |
| TERM. | <i>89</i> | <i>11</i> | <i>15</i> |
| No. OF EMPLOYEES | <i>2</i> | | |
| NOMBRE D'EMPLOYES | | | |

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ARTICLE I - PURPOSE

1.01 The purpose of this Agreement is to establish fair and equitable earnings and working conditions, to protect the health and safety of employees of the Company, to provide for efficient operations and to secure a harmonious relationship between the parties to this Agreement and the employees of the Company by providing a methodology of resolving disputes which may arise between the parties as well as to set forth the terms and conditions of employment for employees of the Company in the bargaining unit hereinafter described.

ARTICLE II - RECOGNITION AND BARGAINING

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all captains, mates and engineers employed by the Ottawa Riverboat Company Limited aboard the Vessel "Sea Prince 71".

2.02 It is understood and agreed that this Collective Agreement constitutes the entire contract of employment between each employee and the Company and between the Company on its own behalf and the Trade Union as

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bargaining agent for employees in the bargaining unit as set forth in Article 2.01 herein.

ARTICLE III - DEFINITIONS

3.01(a) "Days" as used in this Agreement shall mean calendar days and "working days" shall mean days upon which the offices of the Company are open for the transaction of business.

3.01(b) "Seniority" shall mean the length of service by an employee in the employ of the Company aboard the Vessel "Sea Prince II".

3.01(c) "Sickness" shall refer to a period of time during which an employee is ill but shall not include but shall not include an illness related to pregnancy or the state of being pregnant.

3.01(d) The word "probation" or "probationary" shall be deemed to refer to a period of testing and observation.

3.01(e) The word "employee" shall mean any person employed by the Employer in the bargaining unit described in Article II herein.

3.01(f) "Grievance" shall mean any complaint or difference between one (1) or more employees, or the Union, on the one hand; and the Employer on the other, respecting terms or conditions of employment or the rights, privileges, or duties of the employee or employees, the Union or the Employer, and without restricting the generality of the foregoing, including any question of the interpretation, application or alleged violation of or alleged non-compliance with, any of the provisions of this Agreement.

3.01(g) "Lay-off" shall mean a reduction in the total number of employees in the bargaining unit in the employment of the Company on board the "Sea Prince II".

3.01(h) **"Guild Delegate"** shall mean **an** employee selected **or otherwise** appointed by the Union to represent the employees in the processing of grievances.

3.01(i) **"Temporary transfer"** shall mean **a** transfer within the bargaining unit **initiated** by the Company in which the employee **is not permitted** to rely on the **seniority** rights accorded to **him** under the **terms of this Agreement** for the purposes of avoiding **or** obtaining such transfer, **provided** however, that **it shall** not include any transfer of **over** forty-five **(45)** working days duration.

3.01(j) **"Transfer"** shall mean **any** move of an employee from **his** present **job** classification to **any** other job classification for a period in **excess of** forty-five **(45)** working days duration.

3.01(k) The **word** "between" **as** used in this Agreement when used in connection with a time period shall not include **the commencement** or **the end** of such time period.

3.01(l) **"Former officer"** means **an** officer who **is** not presently employed by the Company but **whose** name has been retained on the **seniority list** referred to in this Agreement.

3.01(m) **"Navigation year"** means the period from the date in any one (1) **calendar** year upon **which the "Sea Prince II"** commences service on the Ottawa River to the **date** in that **or** the succeeding calendar year when the **"Sea Prince XI"** is laid up **for the winter season**.

3.01(n) **"Officer"** means an engineer, a **first mate**, a **second mate**, a relieving mate, or a **captain**, who is employed by the Company, in those capacities, whether certificated or non-certificated.

3.01(o) **"Vessel"** or **"Company Vessel"** means the **"Sea Prince II"**.

3.02 Wherever the singular, masculine or feminine is used in this Agreement, it shall be construed as if the feminine or masculine has been used if the context so requires.

ARTICLE IV - NO DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination, interference, restraint or coercion exercised by either of them, their members or representatives with respect to any employee on account of race, creed, colour, age, sex, nationality, ancestry, place of origin, membership or lack of membership, activity or lack of activity in the Union.

4.02 The Union further agrees that there shall be no solicitation of membership or other Union activities on board the Vessel "Sea Prince II" or on the premises of the Company, or during the working hours of employees, except as specifically permitted by the management of the Company or the provisions of this Agreement. It is understood that no meetings of the Union or its members will be held aboard the "Sea Prince II" or the premises of the Company at anytime without the prior approval of the Company.

4.03 The Company agrees that it will not interfere with, restrain, coerce or discriminate against any employee in the exercise of the right to become and remain members of the Union and to participate in its lawful activities.

4.04 The Company agrees to notify the Union and the employees of the names of all direct work supervisors and the areas for which they have responsibility. The Union agrees to keep the Company informed of the names of its officers, stewards and committeemen and any changes made thereto.

ARTICLE V - MANAGEMENT RIGHTS

5.01 The Union recognizes that the management of its enterprise and the direction of the work of the bargaining unit, including the maintenance of

order, discipline and efficiency, as well as the right to plan, direct and control all Operations, as well as the right to schedule working hours, the right to select, hire, promote, demote and transfer employees is exclusively vested in the Company. In addition the right to suspend or discharge employees for just cause or to release employees because of lack of work or for other reasons beyond the control of the Company, as well as the right to establish work or job assignments and to decide the number of employees needed by the Company from time to time and the right to introduce new and improved methods and facilities or to change existing methods of operations and facilities are vested exclusively in the Company.

Without limiting the generality of the foregoing, the Union also agrees that the Company is to have the right to retire employees at age sixty-five (65) and the right to make, alter and enforce from time to time rules and regulations; the policies and practices to be observed by its employees, the right to select employees for positions excluded from the bargaining unit; the right to establish starting and quitting times, work assignments, working schedules, methods of doing work, the location of work, the sub-contracting of work, the number of shifts, qualifications required of employees to perform any particular job; the right to decide when overtime shall be worked and to require employees to work overtime as well as the right to require employees to undertake medical examinations before working or returning to work.

5.02 The Company agrees that its management will not exercise its functions in a manner inconsistent with the provisions of this Agreement. It is understood by the Union that the express provisions of this Agreement constitute the only limitation upon management rights.

ARTICLE VI - NO STRIKE OR LOCK-OUTS

6.01 The Company agrees that there shall be no lock-out of its employees during the currency of this Agreement and the Union agrees that there shall

be no strike, slow-down, or any other concerted activity on the part of employees designed to restrict or limit output.

6.02 The parties agree that the words "strike" and "lock-out" shall have the meaning attributed to them under the provisions of the Canada Labour Code, R.S.C. 1980, as amended.

ARTICLE VII - UNION SECURITY

7.01 The Company will endeavour to employ only members in good standing of the Union as officers on board the "Sea Prince II". Such members shall, as a condition of their employment, maintain their membership in the Union for the duration of this Agreement.

7.02 The selection and hiring of officers shall be at the sole discretion of the Company. In the event that the Union is unable to fill a request for the Company for a vacancy with qualified personnel within twenty-four (24) hours from the time of the initial request made by the Company, then the Company shall be free to use any other source of supply for such personnel and the individual so hired shall not be displaced from his employment by reason of the failure to become a member of the Union or to pay dues to it. When an officer who is a member of the Union joins the "Sea Prince II" the Company shall require such officer to complete at once, in duplicate, as a condition of continuing employment, a dues deduction card authorizing the automatic deduction of Union dues to the Union. The said card, which is to be supplied by the Union, shall be in triplicate, one copy being forwarded to the Union, the second copy to be retained by the employee and the third to be retained by the Company for their records.

7.03 So long as an officer continues to pay dues to the Union he shall be deemed to be in good standing in accordance with the Union's Constitution. The Company shall not be obliged to discharge an officer or terminate his employment by reason of his loss of membership in the Union.

ARTICLE VIII - UNION REPRESENTATION

8.01 The Company acknowledges the right of the Union to elect or otherwise select a Guild Delegate for the purposes of representing employees in the processing of complaints and grievances.

8.02 The Company agrees to recognize one (1) Guild Delegate to represent employees in the bargaining unit.

8.03 The Company shall be notified by the Union of the name of the Guild Delegate, as aforesaid, and keep the Company advised of his current address and telephone number.

8.04 The Union acknowledges that the Guild Delegate as well as other officers of the Union have their regular duties to perform on behalf of the Company and that a Guild Delegate or officer of the Union shall not leave his duties in order to present a grievance under the grievance procedure herein or to assist employees in the preparation of grievances without first obtaining the permission of his immediate supervisor to do so, which such permission shall not be unreasonably withheld.

8.05 The Company shall issue a boarding pass to one (1) authorized representative of the Guild enabling such representative to board the "Sea Prince II" in order to consult with officers on the Vessel in respect of Union business.

8.06 The Union shall submit to the Company the name, address and office of the authorized representative of the Union from whom the Union seeks a boarding pass.

8.07 In addition to consulting with Union members aboard the Vessel a Union representative may discuss with the Master any dispute or grievance, but the Union representative shall not interfere in any way with the operation of the "Sea Prince II".

8.08 As a condition precedent to his receiving a boarding pass the Guild representative shall execute and deliver to the Company a general form of release absolving the Company from all liability for any injury to property, loss of life, or personal injury sustained by him while boarding or while aboard the "Sea Prince II" or while in or about any property owned by or under the control of the Company.

ARTICLE IX - DEDUCTION OF DUES

9.01 The Company agrees to deduct from the monthly wages of each officer in its employ, who is a member of the Union, the monthly amount of Union dues as advised annually by the Union in registered letter form indicating the months in which deductions are to begin and cease.

9.02 The Company shall forward to the Union, within thirty (30) days of actual deduction from officers' salaries, all the deductions referred to in this section together with a statement in duplicate, setting out with respect to each officer, the officer's name, the amount to be credited to him and the payroll period in respect of which the deduction was made.

ARTICLE X - NEGOTIATING COMMITTEE

10.01 The Company agrees to recognize and deal with a negotiating committee of not more than one (1) employee it being understood that such employee shall be a regular employee of the Company. It is further understood that such employee may have the assistance of a duly authorized representative of the Canadian Merchant Service Guild.

10.02 It is understood and agreed that the negotiating committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

10.03 The Company agrees that the member of the negotiating committee shall suffer no loss of regular straight time earnings from the Company while engaged in negotiations for the renewal of this Agreement in meetings arranged to take place with the Company during regular working hours. The parties further agree that such meetings may be scheduled to take place outside of normal working hours and that the provisions of this clause are only intended to protect the member of the bargaining committee against loss of earnings or shifts where the member so affected is scheduled to work on a straight time basis.

ARTICLE XI - GRIEVANCE PROCEDURE

11.01 It is the mutual desire of the parties hereto that the complaints of employees shall be adjusted as quickly as possible and that an employee has no grievance until he has first given his immediate supervisor an opportunity of adjusting his complaint. It is further understood that an employee is required to bring such complaint or dispute to the attention of his immediate supervisor within five (5) working days after the circumstances giving rise to the complaint have occurred and that should an answer satisfactory to the employee not be received within five (5) working days after such discussion it may be taken up as a grievance in the following manner and sequence:

STEP NO. 1

Within four (4) working days thereafter the employee, who may be assisted by a Guild Delegate if he so desires it, shall submit a written grievance signed by him and presented to his immediate supervisor. The nature of the grievance and the remedy sought shall be set out in the grievance and the supervisor shall meet with the employee and his Guild Delegate within two (2) working days of the receipt of the grievance and shall deliver his decision in writing within three (3) working days following the day on which the meeting was held. Failing settlement, then:

STEP NO. 2

Within five (5) working days following the decision under Step No. 1 the employee assisted by his Guild Delegate may submit the written grievance to the President of the Company (or his designate) at a meeting held for that purpose. The President of the Company (or his designate) will deliver his decision in writing within five (5) working days from the date upon which the written grievance is presented to him. It is understood and agreed that the Union may have a staff representative present at such meeting and that the Company may have the assistance of counsel.

11.02 Should a settlement satisfactory to the grievor not be reached at Step No. 2 of the grievance procedure herein then, if the matter is one involving the interpretation or alleged violation of this Agreement, it may be referred within the next fifteen (15) days to the arbitration procedure as outlined in Article XIII of this Agreement.

11.03 When two (2) or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be processed as a group grievance and presented to the Company at Step No. 1 of the grievance procedure.

11.04 The Union or the Company shall have the right to initiate a grievance, the one against the other, alleging a violation of the terms of this Agreement beginning at Step No. 2 of the grievance procedure, and all provisions of the grievance and arbitration procedure shall apply to such grievances.

11.05 The time limits provided for under this article may only be extended by mutual agreement of the parties in writing. If the time limits or extension thereof are not observed by the grieving party, the grievance shall be considered abandoned and a board of arbitration, if appointed, shall have no jurisdiction to amend the time limit provided for herein.

Should the party against whom the grievance has been filed fail to observe the time limits, or extension thereof, then, and in such case, the grievance shall be considered as advanced to the next step of the grievance procedure, including arbitration.

ARTICLE XII - DISCHARGE AND DISCIPLINARY ACTION

12.01 Should the Company initiate disciplinary action against an employee who has completed his probationary period and which results in the suspension, or discharge of such employee, such disciplinary action shall be confirmed in writing by letter to the employee involved with a copy to the Guild Delegate setting forth the action taken and the penalty imposed.

12.02 A claim by an employee who has completed his probation period that he has been suspended or discharged without just and sufficient cause shall be treated as a grievance and taken up at Step No. 2 of the grievance procedure within five (5) working days of such suspension or discharge. It is further understood that the suspension or discharge of a probationary employee is not arbitrable.

12.03 Should it be determined or agreed at any stage of the grievance procedure, including arbitration, that an employee has been disciplined without just cause, such grievance may be settled by:

(a) Reinstating the employee with full seniority and compensation for lost wages and benefits, or;

(b) Any other arrangement which is in the opinion of the conferring parties, or the arbitrators, is just and equitable, it being understood that an arbitrator shall have no jurisdiction to award interest or back pay, or to amend, change, or write new terms or provisions of this Agreement.

12.04 When an employee is dismissed without notice, the Company shall advise his Guild Delegate of that fact and permit the Guild Delegate time to interview the employee at the commencement of what would have been his next regularly scheduled shift.

ARTICLE XIII - ARBITRATION

13.01 Should the Company or the Union advise that a grievance as above provided is to be submitted to arbitration, notification shall be in writing addressed to the other party to this Agreement, and at the same time the party sending the notice shall nominate an arbitrator. Within five (5) working days thereafter, the other party shall nominate an arbitrator and notify the other party. The two (2) arbitrators so nominated shall, within fifteen (15) working days of the nomination of the latter of them, attempt to select by agreement a third person to be a third member and Chairman of the board of arbitration. Should the arbitrators so appointed be unable to agree upon the name of a Chairman, within such fifteen (15) working day period (or such further period as they may mutually agree upon in writing) they may request that the Canada Minister of Labour appoint a Chairman. In the event of default by either party in nominating its representative to an arbitration board, the other party may apply to the Ministry of Labour for Canada which shall have the power to make such appointment.

13.02 The Company or the Union may submit to arbitration only matters involving the interpretation or alleged violation of this Agreement which have been dealt with under the grievance procedure.

13.03 The board of arbitration shall not have jurisdiction to change or alter in any part, any provisions of this Agreement or to set new provisions of a new agreement, and none of its decision shall have that effect.

13.04 No member or representative of the Union and no member of management or a person employed by either party who has been involved in an attempt to negotiate this Agreement, or to resolve a grievance arising under

it in respect of which his services have been utilized, may be appointed as an arbitrator under this Agreement.

13.05 The parties may, by mutual agreement, agree to the use of a single arbitrator. For the purposes of selecting same the foregoing procedures shall, by analogy, be obliged excepting only that at the time of the initiation of the grievance to arbitration the party referring the matter shall, instead of nominating an arbitrator, make its suggestion for a single arbitrator. Should the party against whom the grievance is filed be agreeable to the use of a single arbitrator then, and in such case, it shall either agree to one of the suggestions made by the referring party or, in the alternative, make its suggestions for the use of a single arbitrator. Failing mutual agreement upon the selection of a single arbitrator either party may apply to the Ministry of Labour (Canada) which shall have the power to make such appointment upon the application of either party.

13.06 The decision of the majority of the board of arbitration shall be final and binding upon the parties hereto and the employees involved, but if there is no majority, the decision of the Chairman shall govern. If a single arbitrator is used, his decision shall bind all parties to the arbitration.

13.07 Each of the parties hereto will bear the expenses of the arbitrator appointed by it and the parties will jointly bear the fees and expenses of the Chairman of the board of arbitration or the single arbitrator so appointed.

13.08 At the request of either party, or the board of arbitration, all reasonable arrangements shall be made to permit the board of arbitration to take a view of the "Sea Prince II" and the situs at which the dispute took place should such, in the opinion of the board, be necessary for a resolution of the grievance.

13.09 It is understood and agreed that the board of arbitration shall have no jurisdiction to award costs or interest against either party to this Agreement.

ARTICLE XIV - SENIORITY

14.01 An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement or Article herein, nor shall his name be placed on the seniority list until after he has successfully completed sixty (60) days worked in the employ of the Company in a one hundred and eighty (180) day period dating from the date of his first hiring by &heCompany. Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list with seniority dating from the date upon which he was first hired by the Company. Dismissal of a probationary employee shall not form the subject matter of a grievance or an arbitration.

14.02 There shall be one (1) seniority list of all employees in the bargaining unit. The Company shall maintain this list which shall state the seniority date of each employee. Every six (6) months the list shall be revised and a copy posted on the Vessel bulletin board for the inspection of employees.

14.03 The parties recognize that, subject to the provisions of this Agreement, job opportunity and security shall increase in proportion to length of service.

14.04 In the event of a work shortage which causes the lay-off of employees and for the purposes of recalling those to work who have been laid off, the following factors shall be considered:

- (a) seniority;
- (b) the ability, training, certification, and physical capacity of employees to perform the available work.

It **is** agreed that in circumstances, where, **as** between **two (2)** or more **employees**, the factors set forth in **(b)** above, **are** relatively **equal**, seniority **as** herein defined will govern the Company in determining the order **of lay-off** and **the recall to work** of employees **following a lay-off**.

It **is** understood and agreed that the Employer **shall not be** obliged to engage **in a familiarization** or training period with respect to the application of this clause.

14.05 **An** employee shall **lose all** seniority and shall be deemed **to** have quit his employment **with the Company** if he:

- (a)** voluntarily quits the **employ of the Company, or;**
- (b)** is discharged **and such discharge is not** reversed through the grievance and arbitration procedures herein, **or;**
- (c)** **fails** to notify the Company within **two (2)** working days that **he will** report to **work** after receipt **by him of a notice by** registered mail **sent** by the Company **to report to work** and subsequently fails to report **to work** within five **(5)** working **days** after being notified **by the Company** by registered mail **to report to work following a lay-off**, unless **a reason satisfactory** to the Company is **given, or;**
- (d)** **is** absent **without** leave without reasonable excuse and **falls to** notify the Company **of** his absence and to provide reasons **therefore** acceptable to **the Company, or;**
- (e)** **is** absent **due to a lay-off** of more than **twelve (12)** consecutive calendar **months** duration, **or;**
- (f)** **fails to** return to work **from the termination of** an authorized

leave of absence without reasonable excuse, or; .

- (g) is absent from work due to sickness or accident which absence continues for a period of twelve (12) months or more, except in the case of Worker's Compensation cases, which shall be for the period of compensation only, provided that this period may be extended by mutual agreement in writing.

14.06 Employees shall be required to notify the Company of any change of address or telephone number. The Company shall be entitled to rely upon the last address and telephone number furnished to it by an employee for all purposes.

ARTICLE XV - LEAVES OF ABSENCE

15.0 The any may grant a leave of absence to any employee for egit personal reasons for such period as it considers appropriate

15.02 After completion of sixty (60) days of continuous employment with the Company an employee will be granted compassionate leave when a death occurs to a member of his immediate family, that is his father, mother, wife, child, brother, sister, and parents-in-law. An officer will be granted up to three (3) days leave of absence without loss of regular pay to make arrangements for and to attend the funeral. It is understood that an employee shall not receive payment for absence on a day or days on which he would not otherwise have worked.

ARTICLE XVI - MEDICAL EXAMINATIONS

16.01 An officer's right to employment with the Company shall be conditional upon his being physically fit to perform his duties.

16.02 In order to determine whether an officer is physically fit to perform his duties the Company may, upon giving reasonable notice to the

officer and upon agreeing to assume all costs of examination, require an officer to be medically examined by a doctor appointed by the Company.

16.03 When an officer is first employed by the Company the Company may require the officer to be medically examined by a doctor selected by the Company at no cost to the Company.

ARTICLE XVII - BULLETIN BOARDS

17.01 The Company agrees to provide a bulletin board on board the "Sea Prince II" for the purposes of posting Union notices and official information. Such notices shall be signed and posted only by officers of the Union after they have been subject to review by the Company whose permission for such posting shall not be unreasonably withheld.

ARTICLE XVIII - HOURS OF WORK AND OVERTIME

18.01 Definitions:

- (a) a "scheduled shift" may be up to ^{fourteen (14)} ~~twelve (12)~~ ^{h.} consecutive hours long;
- (b) a "non-scheduled shift" is a period outside the normal schedule as posted two weeks in advance;
- (c) e "work week" is a period of three (3) consecutive working days in a six (6) consecutive day work cycle;
- (d) the "peak season" is the period between the commencement of the last calendar week in June, through to and including Labour Day, in any navigation season;

- (e) the "non-peak periods" are the periods commencing with the opening of the navigation season and the commencement of the peak season and the period from the end of the peak season to the end of the navigation season;
- (f) the "navigation season" is the entirety of the period between the point at which the vessel commences operations in the Spring to the point at which the vessel ceases operations in the Fall;
- (g) "overtime" is time worked in excess of forty-four (44) hours in the six (6) consecutive day work cycle.

18.02 Employees shall be scheduled to work on the basis of three (3) consecutive shifts on duty and three (3) consecutive shifts off duty in the six (6) consecutive day work cycle.

18.03 Should an employee be required to work in excess of forty-four (44) hours in a work week, he shall receive time and one-half his regular straight time hourly rate for all hours so worked, it being understood that, for the purposes of calculating hours of work and overtime premiums, time worked on a holiday shall be calculated and counted only as straight time hours.

18.04 Hours in excess of forty-four (44) in the week which occur as a result of a non-scheduled shift, following a scheduled shift, shall be voluntary and paid for at straight time rates. However, if the Company is not able to find crew to run such non-scheduled shift, it may require the crew to work such hours and shall pay one-and-a-half times ~~(1 1/2)~~ the normal hourly rate for all hours so worked. The Company agrees to give employees three (3) days advance notice of the opportunity to work a non-scheduled

shift and employees shall **have** twelve (12) hours **in** which to indicate their desire to **work** such **shift** on a voluntary basis. If the Company is unable to find sufficient licenced crew to **work** the non-scheduled **shift**, it may either **refuse** the charter **or** assignment **or**, upon twenty-four (24) hours notice, assign licenced crew to work such non-scheduled **shift** upon the terms as aforesaid.

18.05 During the non-peak periods of the navigation season, employees will be scheduled in advance on the basis of the three (3) days on, three (3) day6 off **six (6)** consecutive **day** cycle, as occurs in the peak season. However, the Company may, in accordance with its operational needs and the demands of business, require employees to "lay off" for one (1) or more shifts in any such cycle and may require **employees** to work less than a full shift, it being understood that there is no guarantee as to the hours of work per day or week during non-peak periods.

ARTICLE XIX - HOLIDAYS

19.01 In this Agreement the term "holidays" refers to Victoria Day, St. Jean Baptiste Day, Canada Day and Labour Day.

19.02 An employee who is scheduled by the Company to work on a holiday shall receive, in addition to eight (8) hours pay for the day, time and one-half (~~1 1/2~~) his regular hourly rate for all hours worked on such holiday.

19.03 An employee who is not scheduled to work on a holiday by the Company shall receive eight (8) hours pay for the holiday provided he has worked the whole of his last regular shift (including overtime, if any) before the holiday and the whole of his first regularly scheduled shift (including overtime, if any) immediately following such holiday.

19.04 Should employees exchange shifts for any of the above holidays, the employee who works the holiday shall be paid in accordance with Article

19.02, it being understood that, if such arrangement causes the employee working the day to work in excess of forty-four (44) hours in a six (6) day period, the employer shall not be liable to pay overtime premiums to the employee working.

ARTICLE XX - VACATION PAY

20.01 An employee who has completed one (1) full season with the Company shall, upon being paid off at the end of the season, receive four percent (4%) of his gross wages for the season as vacation pay.

20.02 An employee who has completed two (2) consecutive navigation years of service with the Company shall, upon being paid off at the end of the season, receive five percent (5%) of his gross wages for the season as vacation pay.

20.03 An employee who has completed more than four (4) consecutive navigation years of service with the Company shall, upon being paid off at the end of the season, receive six percent (6%) of his gross wages for the season as vacation pay.

ARTICLE XXI - WAGES

21.01 The schedule of wages payable to employees and of job classifications for the duration of this Agreement shall be as set forth in Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE XXII - SAFETY REGULATIONS

22.01 All safety regulations for the safety of the Vessel, the crew or passengers:

(a) which the Company now has in force;

(b) which the Company may bring into force during the term of this

Agreement;

(c) which are promulgated by the Department of Transport.

shall after they **have** been brought to the attention **of** the officers, be strictly adhered **to by** each officer.

22.02 The failure of **an** officer **to** comply **with** the safety regulations **as** required by Article 22.01 herein **shall be** cause for dismissal **and** shall not **be subject to the** grievance and arbitration procedures provided for herein.

ARTICLE XXIII - GENERAL

23.01 The parties agree that the **work** rules **as** attached and **forming** Schedule "**C**" **to this** Agreement have been agreed **to by** the parties hereto.

23.02 The parties agree that **the** Company **is bound** by contractual arrangements with and the directives **of** The National Capital Commission (herein referred **to as** the "N.C.C.") and that this Agreement must **be** read **subject to** both. Notwithstanding any **other** provisions **of** this Agreement, **It is** agreed **that** the Company shall have **no** liability to pay wages to employees in circumstances **where** company operations are shut-down **by** directive **or** **action** taken **by** the N.C.C. The Company agrees **to** keep the **Union** **advised of** any **such** actions **or** directives **and to** cooperate **with** the **Union** **in respect of** any representations it might **wish to** make to the N.C.C. **on** behalf **of** **employees** **in** respect of such **orders** or directives **of** the N.C.C. which directly **affect** the **jobs** or wages **of** employees.

23.03 **Uniforms**

Commencing with the navigation gear 1986, the Company agrees to pay twenty-five percent (25%) of the cost of one uniform **to the** standards established **by** the Department of Transport (Canada) for **the** rank and classification **involved** for each employee. The Company further agrees **to** raise this subsidy **to** fifty percent (50%) of the cost of one uniform **with**

the navigation year 1987 and to maintain its subsidy at that level from year to year thereafter. Such payment will be made upon presentation to the Company of a proper receipt for purchase of such uniform at the commencement of the navigation season and on the understanding that such uniforms are to be worn in the service of the Company and that officers are expected to keep them clean and in good repair at all times. It is understood that the foregoing is not to exceed two (2) uniforms during the life of this Agreement.

ARTICLE XXIV - WELFARE PROVISIONS

24.01 The welfare provisions applicable to employees of the Company are attached hereto and form Schedule "B" to this Agreement. It is understood and agreed that the Company is not the insurer of the employees and that employees are bound by the terms and provisions of any policies of insurance covering by them and shall have no recourse against the Employer for failure of an insurance carrier to honour any claim made.

24.02 The Company agrees that, effective upon the ratification of this Agreement, it will contribute a fixed amount per position, per day, during the period that the vessel is in operation to the Family Security Plan, it being understood that such payment shall apply to licenced crew only and that there are three (3) such positions on board the vessel. The payment levels during the life of this Agreement are to be as follows:

| | | | |
|----|------|---|--------|
| M. | 1984 | - | \$5.00 |
| M. | 1985 | - | \$5.20 |
| M. | 1986 | - | \$5.40 |
| M. | 1987 | - | \$5.40 |
| M. | 1988 | - | \$5.40 |
| M. | 1989 | - | \$5.40 |

24.03 The Company agrees to send the aggregate of the contributions for each month to the Family Security Plan administrator designated by the Guild on or before the 15th of the following month. The contributions shall be accompanied by a list in duplicate showing each officer's name, the number

of days for which contributions are being made and the number of positions on each vessel, whether such positions are filled or vacant.

24.04 The Company agrees to continue Family Security Plan contributions during any period the officer is off work as a result of compensable accident up to a period of twenty-four (24) months for the same disability, it being understood that the Company shall only be obliged to make contributions in respect of time that would have been worked by the officer if he had not been absent by reason of such accident.

ARTICLE XXV - DURATION OF AGREEMENT

25.01 This Agreement shall become effective on the ^{25th} day of ^{November} A.D. 1988* and shall remain in effect until the conclusion of the navigation season in the Fall of 1989, which is on or about the 15th day of November in each year, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing within the sixty (60) day period immediately prior to the expiration date of this Agreement that it desires to amend, modify or terminate this Agreement.

25.02 Upon receipt of the notice provided for herein, the parties agree to meet within a period of thirty (30) working days from the date upon which such notice was given, or within such further period of time as the parties may mutually agree upon in writing for the purposes of making every reasonable effort to negotiate a new Agreement.

25.03 If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement prior to the expiration date, it shall continue beyond its expiration date until the day after the day upon which a conciliation officer's "no board report" is deemed to have been received.

DATED at Ottawa, Ontario this 24th day of January, A.D. 1924

FOR THE COMPANY

Richard Marshall

[Signature] 7/28/24

FOR THE UNION

[Signature]

SCHEDULE "A"

WAGES AND CLASSIFICATIONS

| <u>Classification</u> | <u>1986</u> 1985 | <u>1987</u> 1986 | <u>1988</u> 1987 | <u>1989</u> 1988 | <u>1990</u> 1989 | <i>Am.</i> |
|-----------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|------------|
| | 1 | | | | | |
| Captain | 12.00 | + 3% | + 3% | + 3% | + 3% | |
| First Mate | 8.00 | + 3% | + 3% | + 3% | + 3% | |
| Chief Engineer | 9.00 | + 3% | + 3% | + 3% | + 3% | |
| 1st Engineer | 8.00 | + 3% | + 3% | + 3% | + 3% | |
| | 2 | | | | | |
| 2nd Engineer | 8.00 | + 3% | + 3% | + 3% | + 3% | |

(1) It is understood that the Company may start a new employee in the Captain's position at *Two Dollars* (\$2.00) an hour below the rate provided for herein for such employee's first full navigation season.

(2) It is understood that the Company may start a new employee in the position of 2nd Engineer at *One Dollar* (\$1.00) an hour below the rate provided for herein for such employee's first full navigation season.



JAMES E
COUGHLIN AND ASSOCIATES LIMITED
EMPLOYEE BENEFIT PLAN CONSULTANTS. ACTUARIES AND ADMINISTRATORS

681 LADY ELLEN PLACE, OTTAWA, ONTARIO, K1Z 8L4 613-725-3014
294 PORTAGE AVENUE, SUITE 700, WINNIPEG, MANITOBA, R3C 0B9 204-942-4439
2221 YONGE STREET, SUITE 601, TORONTO, ONTARIO. M4S 2B4 416-486-1280

Ottawa, November 13, 1985

Mr. D.G. Simard, Agent
Eastern Branch
Canadian Merchant Service Guild
3235 Cranby Avenue
Montreal, Quebec
H1N 2Z8

Dear Denis:

RE: Ottawa Riverboat Company Limited

This letter is further to our recent telephone conversation in regard to the above group. We have reviewed the tentative collective agreement dated April 24, 1985 and in particular page 5, Article 24.02 of said Agreement.

The contribution rates listed in Article 24.02 should be remitted to the Canadian Merchant Service Guild Family Security Plan care of our Ottawa office. The remittance should include a breakdown of the member's name, social insurance number and the number of contribution days being reported.

We will then credit each member's individual account, using the accumulated contributions to purchase Group Insurance coverage for the individual. Because of the seasonal nature of the group, coverage shall be limited to Life and Accidental Death & Disemberment coverage. Coverage will be \$25,000 for both benefits and the monthly premium deducted from each member's account will be \$17.75.

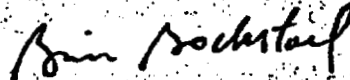
26

A member's coverage will take effect on the 1st of the month following accumulation of 12 working day's contributions. Coverage will remain in force as long as there are sufficient funds in the members account to fund the monthly cost of \$17.75.

Enclosed is a supply of reporting forms to be used by the employer when remitting contributions. In addition, each member should complete an enrollment card, a supply of which is also enclosed.

I trust the preceding information is satisfactory. Once a collective agreement is ratified and signed, kindly advise us so that we may make the necessary internal administration arrangements. Should you have any questions or concerns, please do not hesitate to contact our office.

Yours very truly,



BRIAN BOCKSTAEL
ACCOUNTS MANAGER

BB/cv
encl.

c.c.: Capt. M. Sjoquist
C.M.S.G. Ottawa

SCHEDULE "C"

WORK RULES

(a) The following conduct on the part of an employee is cause for discipline up to and including discharge from the employment of the Company:

- (1)** Theft of the property of the Company or of a fellow employee;
- (2)** Wilful damage to the premises of the Company or its equipment or property of another employee;
- (3)** Being impaired by alcohol or narcotic drug while on duty (it being understood that the provisions to this clause shall not apply to an employee required to take a prescription drug on account of illness so long as such employee has reported those circumstances to his immediate work supervisor);
- (4)** False statement on employment application form pertaining to medical history;
- (5)** falsification of time records;
- (6)** Unprovoked assault committed during working hours on Company property;
- (7)** Refusal to obey a legitimate working instruction or insubordination (it being understood that this is subject to the Canada Labour Code, Part III);
- (8)** Intentionally punching in or punching out the time card of another employee;

- (9) Breach of posted safety rules or failure to report to work when scheduled to do so without a reasonable excuse;
- (10) Damage to vessel due to navigational error or negligence;
- (11) A Captain or First Mate, covered by this Agreement, shall not be required to perform duties normally assigned to unlicensed crew members in circumstances when such crew members are available to do the work.

The parties agree that if an arbitrator should find that any employee so affected violated any of the foregoing rules he shall have no power to amend the penalty so imposed.

BEARD, WINTER, GORDON

BARRISTERS AND SOLICITORS

TELEPHONE (416) 593-5555

150 KING STREET WEST
P. O. BOX 8 • NINTH FLOOR
TORONTO, ONTARIO
M5H 2K4

DAVID L. D. BEARD, O.C.
DONALD K. ROBINSON, O.C.
JOHN C. F. HUNT
THOMAS A. STEFANIK
JOHN W. WRIGHT
RUI M. FERNANDES
PETER M. WHALEN
STEVEN W. LINGARD

RICHARD J. R. WINTER, O.C.
KENNETH J. BIALKOWSKI
J. PAUL WEARING
FREDERICK W. CHENOWETH
MARK L.J. EDWARDS
DONALD B. WILLMER
ANTON K. THUN

MICHAEL GORDON
JOHN A. OLAH
PAUL R. TRETHERWEY
JOY McGRATH
LEILAH EDROOS
MARGOT E. MONTGOMERY
RANDOLPH S. KINGHORNE

TELECOPIER (416) 593-7760
TELEX 06-23377

COUNSEL: EDWARD A. SABOL, O.C.

REFER TO FILE:
12126-2

March 11, 1986

REGISTERED MAIL

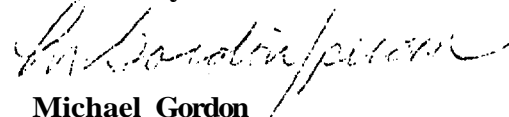
Mr. Denis Germain Simard, LL.L.
Agent, Eastern Branch
Canadian Merchant Service Guild
3235 Granby Avenue
Montreal, Quebec
H1N 2Z8

Dear Mr. Simard:

Re: Ottawa Riverboat Company and
Canadian Merchants Service Guild

I am enclosing herewith one copy of the collective agreement as signed by my client and returned to you in accordance with the instructions contained in your letter of January 23, 1986.

Yours very truly



Michael Gordon
Of Counsel to the
Ottawa Riverboat Company

MG/cm

30

Canadian Merchant Service Guild

Eastern Branch Office — Division de l'Est



3235 Ave. Granby Ave.

Montreal. P.Q. H1N 2Z8

January 23rd. 1986.

Mr. Michael Gordon,
c/o Beard Winter Gordon,
150 King St. West,
P.O. Box 8,
Ninth Floor,
Toronto, Ontario

Mr. Jack Wynter,
Conciliation Officer
National Capital Region
Labour Canada,
Conciliation & Arbitration Services
Ottawa, Ontario
K1A 0J2

Gentlemen:

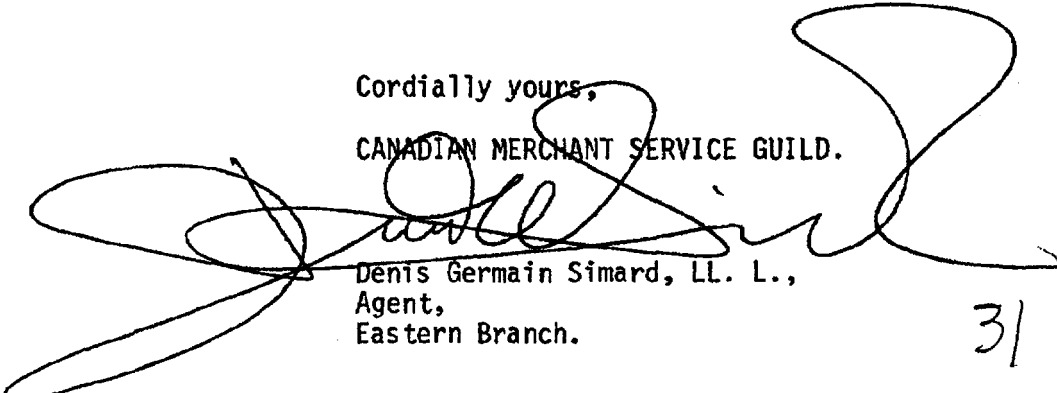
Please see enclosed two signed copies by the CMSG/GMMC of the Collective Agreement. Please return a copy signed by both parties to the undersigned on or before the 15th. of February 1986.

If nothing is received on or before the 14th. of February 1986, we will ask the Minister of labour to refer the matter to the Canada Labour Relations Board, in order to settle terms and conditions that shall constitute the Collective Agreement between the parties.

Cordially yours,

CANADIAN MERCHANT SERVICE GUILD.

DGS/yr
encl.


Denis Germain Simard, LL. L.,
Agent,
Eastern Branch.

31

BEARD, WINTER, GORDON

BARRISTERS AND SOLICITORS

TELEPHONE (416) 593-5555

150 KING STREET WEST
P.O. BOX 8 - NINTH FLOOR
TORONTO, ONTARIO
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RUI M. FERNANDES
PETER M. WHALEN
STEVEN W. LINGARD

TELECOPIER (416) 593-7760
TELEX 06-23377

COUNSEL: EDWARD A. SABOL, O.C.

REFER TO FILE:

12126-2

September 10, 1985

Mr. Dents Germain Simard
Agent
Eastern Branch
Canadian Merchant Service Guild
3235 Granby Avenue
Montreal, Quebec
H1N 2Z8

Dear Mr. Simard:

Re: Ottawa Riverboat Company

Further to my letter to you of September 4, 1985, I wish to advise that Mr. Mulhall wrote to me in fairly specific terms in the middle of August and unfortunately your brothers in the Postal Union did not feel it appropriate to deliver the letter until after I had transmitted my letter of September 4th, to you. In any event, I am now able to provide you with the following:

- (i) typescript of the memorandum of settlement entered into and signed by the duly authorized representatives of the parties on the 24th day of April, 1985;
- (ii) typescript of collective agreement as negotiated in draft form.

In regard to the draft form of collective agreement, there is one amendment which my principals would seek to have, which would appear to be at variance with item 18.01 (a) on page 6 of the memorandum of settlement. If you will be good enough to look at page 17 of the draft form of collective agreement, article 18.01, you will note that I have changed the definition of "scheduled shift" to read that it may be up to fourteen (14) consecutive hours long.

I was initially somewhat concerned of my client's request for this change because I thought it might be at variance with the understanding reached between us. However, if you review the balance of the clause you will see that three (3) "scheduled" shifts of fourteen (14) hours only adds

- 2 -

up to a total of forty-two (42) hours in the week which is less than the forty-four (44) hours which we have allowed for in the agreement. Accordingly, I do not believe that there is any hardship placed upon the union and its members to make the change as suggested. I draw it to your attention, however, because I do not want you to sense that we are trying to impose upon you something that was not agreed to.

To put it another way, my client, having reviewed the document, appears to be taking the position that it is prepared to ratify if that amendment is made.

The only other outstanding issues from my client's perspective are as follows. The first is that Mr. Mulhall says he has not yet heard from you as to whether or *not* the policy provided by the company's broker is in fact what the Guild requires. Once he has had such an indication from you, he then must present the insurance program to the company's shareholders for approval. I am not sure what discussions have been had between you on this subject, but I suspect that what he is talking about is the additional insurance relating to liability as set forth in my letter of understanding sent to you on April 25, 1985 and in respect of which you raised additional questions to me in your letter of May 6, 1985.

I should tell you that with respect to both of *the* matters raised in your letter of May 6th, I have written for instructions and expect to be in a position to reply to you shortly.

Once these three matters have been fully clarified and ratification has been obtained from your members, I should think we should be in a position to sign a collective agreement.

Yours very truly

1

Michael Gordon

MG/cm
encls.

94th Day
J. J. J. J.
1976

B E T W E E N:

THE CANADIAN MERCHANT SERVICE GUILD
(hereinafter referred to as the "Union")

and

THE OTTAWA RIVERBOAT COMPANY LIMITED
(hereinafter referred to as the "Company")

MEMORANDUM OF SETTLEMENT

The duly authorized representatives of the above-named parties agree to unanimously recommend to their respective principals the ratification of a First Collective Agreement between them upon the following terms:

1. All items as agreed to in negotiations between the parties and as reflected in Exhibit "A" attached hereto, are to be incorporated into and form part of the Collective Agreement between the parties.
2. Exhibit "A", attached, is amended such that the word "steward", wherever it appears, is amended to read "Guild Delegate".
3. Exhibit "A", attached, is amended in the following terms:

Article 8.02 is to read:

The Company agrees to recognize one (1) Guild Delegate to represent employees in the bargaining unit.

Article 8.03 is to read:

The Company shall be notified by the Union of the name of the Guild Delegate, as aforesaid, and keep the Company advised of his current address and telephone number.

Article 8.07 is amended by placing the word "the" between the words "aboard" and "vessel" in the first line thereof and changing the word "anyway" in line 3 to read "any way".

4. A new Article 23.02 is to be inserted in the Agreement to read as follows:

Article 23.02:

The parties agree that the Company is bound by contractual arrangements with and the directives of The National Capital Commission (herein referred to as the "N.C.C.") and that this Agreement must be read subject to both. Notwithstanding any other provisions of this Agreement, it is agreed that the Company shall have no liability to pay wages to employees in circumstances where company operations are shut-down by directive or action taken by the N.C.C. The Company agrees to keep the Union advised of any such actions or directives and to cooperate with the Union in respect of any representations it might wish to make to the N.C.C. on behalf of employees in respect of such orders or directives of the N.C.C. which directly affect the jobs or wages of employees.

5. Schedule "C" of Exhibit "A" is amended to read as follows:

(a) Amend first paragraph to read:

The following conduct on the part of an employee is cause for discipline up to and including discharge from the employment of the Company;

(7) Delete reference to the "Occupational Health and Safety Act (Ontario)" and insert in lieu thereof the "Canada Labour Code, Part III".

(10) Insert a new clause to read as follows:

Damage to vessel due to navigational error or negligence.

(11) Insert a new clause to read as follows:

A Captain or First Mate, covered by this Agreement, shall not be required to perform duties normally assigned to unlicensed crew members in circumstances when such crew members are available to do the work.

(b) Article 19.00 is to read as follows:

Article 19.01:

In this Agreement the term "holidays" refers to Victoria Day, St. Jean Baptiste Day, Canada Day and Labour Day.

Article 19.02:

An employee who is scheduled by the Company to work on a holiday shall receive, in addition to eight (8) hours pay for the day, time and one-half (~~1 1/2~~) his regular hourly rate for all hours worked on such holiday.

Article 19.03:

An employee who is not scheduled to work on a holiday by the Company shall receive eight (8) hours pay for the holiday provided he has worked the whole of his last regular shift (including overtime, if any) before the holiday and the whole of his first regularly scheduled shift (including overtime, if any) immediately following such holiday.

Article 19.04:

Should employees exchange shifts for any of the above holidays, the employee who works the holiday shall be paid in accordance with Article 19.02, it being understood that, if such arrangement causes the employee working the day to work in excess of forty-four (44) hours in a six (6) day period, the employer shall not be liable to pay overtime premiums to the employee working.

7. Article 14.05(e) of Exhibit "A" is amended to read as follows:

Is absent due to a layoff of more than twelve (12) consecutive calendar months duration, or;

8. Article 8.08:

The Union agrees to sign a letter of understanding to the effect that the representative will not engage any crew in

discussions while the vessel is under way or to enter the Pilot House at any time.

9. For the purposes of this Agreement, it is agreed that the following persons and their job positions are the employees of the Company for the purpose of establishing licenced crew members as at the date of the ratification of the Collective Agreement and that the seniority and service of each employee shall start to run as at the date of ratification of the Agreement by both parties:

| | | |
|---------------------|---|----------------|
| Betty Anne Carnegie | - | Captain |
| Robert Desjardins | - | Captain |
| Lawrence Silveira | - | First Mate |
| Mark Herrondorf | - | First Mate |
| Rick Revine | - | Chief Engineer |
| Kimberly Moore | - | 2nd Engineer |

It is further understood that the following employee, in the following classification, is subject to the provisions of Article 14.01 (Exhibit "A") for the 1985 season:

~~Bernard Leclere = 1st Engineer~~ *sh*

10. Article 20.00 "Vacation Pay" is to read as follows:

Article 20.01:

An employee who has completed one (1) full season with the Company shall, upon being paid off at the end of the season, receive four percent (4%) of his gross wages for the season as vacation pay.

Article 20.02:

An employee who has completed two (2) consecutive navigation years of service with the Company shall, upon being paid off at the end of the season, receive five percent (5%) of his gross wages for the season as vacation pay.

Article 20.03:

An employee who has completed more than four (4) consecutive navigation years of service

with the Company shall, upon being paid off at the end of the season, receive **six percent (6%)** of his **gross** wages for the season as vacation pay.

11. Article **24.02** is to read as follows:

The Company agrees that, effective upon the ratification of this Agreement, it will contribute a fixed amount per position, per day, during the period that the vessel is in operation to the Family Security Plan, it being understood that such payment shall apply to licenced crew only and that there are three (3) such positions on board the vessel. The payment levels during the life of this Agreement are to be as follows:

| | | | |
|-----------|-------------|---|--------|
| <i>A.</i> | <i>1985</i> | - | \$5.00 |
| <i>A.</i> | <i>1986</i> | - | \$5.20 |
| <i>A.</i> | <i>1987</i> | - | \$5.40 |
| <i>A.</i> | <i>1988</i> | - | \$5.40 |
| <i>A.</i> | <i>1989</i> | - | \$5.40 |

12. Article 24.03 - This Article to be as set forth in Article 21.02 proposed by the representative of the Guild (Dennis Simard) by letter dated December 12, 1983.

13. Article 24.04 - This Article to be as set forth in Article 21.03 proposed by the representative of the Guild (Dennis Simard) by letter dated December 12, 1983 with the following added to the end of the clause as proposed:

...it being understood that the Company shall only be obliged to make contributions in respect of time that would have been worked by the officer if he had not been absent by reason of such accident.

14. Schedule "B" of the said Agreement is to read as set forth in a booklet published by "The Canadian Merchant Service Guild" entitled "Your Group Insurance Plan" and which is identified on page 22 thereof by the following marks: GL & GH 19906, GH 19907, GL 19908 and GH 19909 and the date entry "140/08/82".

15. Article 21.01 "Wages" is to read as follows:

The schedule of wages payable to employees and of job classifications for the duration of this Agreement shall be as set forth in Schedule "A" attached hereto and forming part of this Agreement.

16. Article 18.00 "Hours of Work and Overtime" is to read as follows:

Article 18.01 "Definitions"

- a) a scheduled shift may be up to ~~twelve~~ ¹⁷ ~~(12)~~ consecutive hours long;
- b) a non-scheduled shift is a period outside the normal schedule as posted two weeks in advance;
- c) a "work week" is a period of three (3) consecutive working days in a six (6) consecutive day work cycle;
- d) the "peak season" is the period between the commencement of the last calendar week in June, through to and including Labour Day, in any navigation season;
- e) the "non-peak periods" are the periods commencing with the opening of the navigation season and the commencement of the peak season and the period from the end of the peak season to the end of the navigation season;
- f) the "navigation season" is the entirety of the period between the point at which the vessel commences operations in the Spring to the point at which the vessel ceases operations in the Fall;
- g) "overtime" is time worked in excess of forty-four (44) hours in the six (6) consecutive day work cycle.

Article 18.02:

Employees shall be scheduled to work on the basis of three (3) consecutive shifts on duty and three (3) consecutive shifts off duty in the six (6) consecutive day work cycle.

Article 18.03:

Should an employee be required to work in excess of forty-four (44) hours in a work week, he shall receive time and one-half his regular straight time hourly rate for all hours so worked, it being understood that, for the purposes of calculating hours of work and overtime premiums, time worked on a holiday shall be calculated and counted only as straight time hours.

Article 18.04:

Hours in excess of forty-four (44) in the week which occur as a result of a non-scheduled shift, following a scheduled shift, shall be voluntary and paid for at straight time rates. However, if the Company is not able to find crew to run such non-scheduled shift, it may require the crew to work such hours and shall pay one-and-a-half times (1½x) the normal hourly rate for all hours so worked. The Company agrees to give employees three (3) days advance notice of the opportunity to work a non-scheduled shift and employees shall have twelve (12) hours in which to indicate their desire to work such shift on a voluntary basis. If the Company is unable to find sufficient licenced crew to work the non-scheduled shift, it may either refuse the charter or assignment or, upon twenty-four (24) hours notice, assign licenced crew to work such non-scheduled shift upon the terms as aforesaid.

Article 18.05:

During the non-peak periods of the navigation season, employees will be scheduled in advance on the basis of the three (3) days on, three (3) days off six (6) consecutive day cycle, as occurs in the peak season. However, the Company may, in accordance with its operational needs and the demands of business, require employees to "lay off" for one (1) or more shifts in any such cycle and may requite employees to work less than a

full shift, it being understood that there is no guarantee as to the hours of work per day or week during non-peak periods.

17. Schedule "A" "Wages and Classifications" shall read as follows:

| Classification | 1985 | 1986 | 1987 | 1988 | 1989 |
|----------------|--------------------|-----------------|-----------------|-----------------|-----------------|
| | 1985 | 1986 | 1987 | 1988 | 1989 |
| Captain | 12.00 ¹ | + 3% | + 3% | + 3% | + 3% |
| First Mate | 8.00 | + 3% | + 3% | + 3% | + 3% |
| Chief Engineer | 9.00 | + 3% | + 3% | + 3% | + 3% |
| 1st Engineer | 8.00 | + 3% | + 3% | + 3% | + 3% |
| 2nd Engineer | 8.00 ² | + 3% | + 3% | + 3% | + 3% |

(1) It is understood that the Company may start a new employee in the Captain's position at Two Dollars (\$2.00) an hour below the rate provided for herein for such employee's first full navigation season.

(2) It is understood that the Company may start a new employee in the position of 2nd Engineer at One Dollar (\$1.00) an hour below the rate provided for herein for such employee's first full navigation season.

18. There is to be an Article 23.03 inserted in the Agreement to read as follows:

Article 23.03 - "Uniforms"

Commencing with the navigation year 1986, the Company agrees to pay twenty-five percent (25%) of the cost of one uniform to the standards established by the Department of Transport (Canada) for the rank and classification involved for each employee. The Company further agrees to raise this subsidy to fifty percent (50%) of the cost of one uniform with the navigation year 1987 and to maintain its subsidy at that level from year to year thereafter. Such payment will be made upon presentation to the Company of a proper receipt for purchase, of such uniform at the commencement of the navigation season and on the understanding that such uniforms

are to be worn in the service of the Company and that officers are expected to keep them clean and in good repair at all times. It is understood that the foregoing is not to exceed two (2) uniforms during the life of this Agreement,

19. Duration

This Agreement shall be for a period of five navigation seasons commencing ~~from date of ratification~~ and ending following the conclusion of the ~~1984~~ navigation season after signing and Article 25.00 of this Agreement is to reflect that agreement.

*to
Nov. 15, 1985*

Added May 1985

November 25th 1985

DATED at Ottawa, Ontario this 24th day of April, 1985.

FOR THE UNION:

"Dennis Germaine Simard"
Dennis Germaine Simard

FOR THE COMPANY:

Michael Mulhall
"Michael Mulhall"
Michael Mulhall
3628 EC

42