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AGREEMENT

BETWEEN

**THE OWEN SOUND TRANSPORTATION
COMPANY, LTD.**

AND

**SEAFARERS' INTERNATIONAL UNION
OF CANADA**

COVERING

UNLICENSED PERSONNEL

EFFECTIVE JANUARY 1, 1996

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MEMORANDUM OF AGREEMENT

Between

OWEN SOUND TRANSPORTATION COMPANY LTD.
(hereinafter referred to as "the Company")

and

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

PREAMBLE

WHEREAS the Company owns and/or operates a Ferry Service between the ports of Tobermory and South Baymouth, Ontario.

AND WHEREAS the Union has been certified to represent certain employees at those ports.

AND WHEREAS the parties are desirous of promoting collective bargaining and stability of Industrial Relations.

NOW THEREFORE it is agreed that the terms set out herein shall govern.

ARTICLE 1

GENERAL PURPOSE

1.01 The general purpose of this Agreement is, in the mutual interests of the Company and its unlicensed employees, to provide the most reasonable operation of the Company's ships under methods which will further, to the fullest extent possible, the safety and welfare of the said employees and economy of operation. It is recognized by this Agreement to be the duty of the Union, the Company and the employees to co-operate fully, individually and collectively, for the advancement of these conditions.

1.02 A Labour-Management Committee shall be established consisting of the following:

Union Representation: Executive Vice-president
and two (2) union
representatives

Company Representation: Members of the Company
Negotiating Committee

1.03 The purpose of the Labour-Management Committee shall be to discuss and make every effort to resolve matters of mutual interest to the parties and the Committee may discuss grievances not settled at Step 2 of the grievance procedure.

1.04 Committee meetings shall be held no less than once every two months, on the third Monday of each second month.

1.05 Each of the parties shall submit to the other an agenda of matters to be discussed at least fourteen (14) days prior to the meeting day.

1.06 An Occupational Health and Safety Labour-Management Committee is established to promote safe and healthy working conditions for employees. It will not deal with matters such as operational safety or public safety.

ARTICLE 2

RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for the unlicensed personnel employed on the Company's ships, which unlicensed personnel are hereinafter referred to as "employees", which word shall include the singular, as well as the masculine and feminine.

2.02 Discipline shall be governed by the principles and

procedures laid out in the Disciplinary Code as agreed to by the Company and the Union.

2.03 In order to portray a proper image to the travelling public, all employees will be governed by the Company's rules concerning neatness and dress.

ARTICLE 3

CLAUSE PARAMOUNT

3.01 The parties to this Agreement will not establish or enforce regulations which will in any way be contrary to or interfere with the effective implementation of all clauses in this Agreement.

3.02 Nothing in this Agreement shall be so construed as to affect the obligations of the signatories under the provisions of the Canada Shipping Act as amended, or other Government legislation, nor to impair in any manner whatsoever the authority of the Master.

ARTICLE 4

STRIKES AND LOCKOUTS

4.01 It is agreed that there shall be no strikes, walkouts, lockouts, secondary boycotts, or other similar interruptions of work during the term of this Agreement or any renewal thereof, and disputes and grievances shall be adjusted through the regular channels established in the grievance procedure.

4.02 There shall be no discrimination, interference, restraint, or coercing by the Company against any employee because of membership in the Union. The Union agrees not to intimidate or coerce or threaten employees in any manner that will interfere or hinder the effective carrying out of this Agreement and the principles contained herein, and will assist and cooperate with the Masters, Chief Engineer and Executives of the

Company in maintaining discipline aboard ship.

4.03 It is agreed, for the purpose of this Agreement, that the refusal of an employee to pass through a lawful picket line shall be construed as a violation of this Agreement and shall not be a reason for dismissal.

ARTICLE 5

CONDITIONS OF EMPLOYMENT

5.01 (a) An employee covered by this Agreement who is not a member of the Union shall, within 30 days of employment, make application for membership in the Union. If the Union refuses to accept such employee, a satisfactory written statement of reason must be supplied by the Union to the Company.

(b) The Company agrees to maintain in their employ only members of the Union in good standing. "Good standing" is herein interpreted to mean that a member has not failed to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the Union.

(c) The Company shall not be required to discharge any employee under paragraphs (a) and (b) above unless and until a qualified replacement is available subject to the Captain's determination and the grievance procedure.

5.02 The Union agrees that the Captain or Chief Engineer of a vessel has the exclusive right to direct the crew, determine qualifications, hire, promote, transfer, lay-off, suspend or discharge employees for cause.

5.03 Refusal of any employee to work as directed or to obey lawful orders of his superior officers shall be grounds for discharge. Any employee who leaves the vessel without being properly relieved shall forfeit his or her job with the Company.

5.04 The parties agree that where the Union fails or is unable to fill a request for replacement personnel acceptable to the Company within forty-eight **(48)** hours of the receipt of the Company's request, the Company shall be free to engage replacement personnel through any other available source, subject to appropriate rules hereinafter:

(a) Where an employee terminates his employment with the Company, he shall provide the appropriate officer with a minimum of forty-eight **(48)** hours' written notice. Such notice shall be in duplicate **so** that the employee can retain a copy signed by the officer. The officer shall immediately thereafter request the union to supply the required personnel. If the Union is unable to dispatch the replacement personnel within forty-eight **(48)** hours, the Company may hire replacement personnel from any other source available. The replacement personnel shall hold the same employment status as that held by the terminating employee. The forty-eight **(48)** hours' notice shall be waived at the employee's request where there has been a death or other emergency in the immediate family of the employee.

(b) When as indicated above, the officer does not provide the union with a minimum of forty-eight **(48)** hours' notice for replacement personnel, the Union shall, in any event, endeavour to dispatch the requested personnel within the time limits required by the Company. However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel on a temporary basis only. Should this occur, the Captain upon hiring temporary personnel shall immediately notify the nearest Union office **so** that the replacement personnel hired by the Company will be replaced by a Union member as soon as possible.

(c) Where an employee terminates his employment without giving forty-eight **(48)** hours' written notice to the appropriate officer, the officer shall notify the nearest Union hall immediately with a request for replacement personnel.

However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel and said personnel shall hold the same employment status as the terminating employee.

(d) Where an employee is dismissed for cause, the appropriate officer shall notify the nearest Union hall immediately with a request for replacement personnel. However, if the Union is unable to dispatch within the time limits required by the Company, and Company shall be free to hire replacement personnel. The replacement personnel shall hold the same employment status as that held by the terminating employee.

5.05 When the Captain or Chief Engineer decides to lay off, other than when the ship lays up, twenty-four **(24)** hours' written notice shall be given to the employee affected, stating thereon the reason for such lay off.

5.06 It is agreed between the parties that when an employee returns from sick leave or a regular leave, he will notify the Captain twenty-four **(24)** hours ahead of time in order to facilitate the paying off of the relieving employee.

5.07 In addition to the anti-discrimination provisions contained in applicable legislation, the Company agrees not to discriminate against any employee for a legitimate Union activity.

5.08 Employees will be retired in accordance with Company policy under which the normal retirement age is presently age **65**.

ARTICLE 6

HIRING

6.01 The Company agrees that during the period this Agreement is in effect, all personnel to be hired shall be requested through the closest office of the Union.

6.02 The Union agrees that its hiring facilities shall be available as follows:

(a) The Union hiring halls shall be open Monday through Friday from 0900 hours to 1700 hours.

(b) Dispatching of personnel shall be conducted at all ports in accordance with the above stated hours, Monday through Friday.

(c) Outside the hours of 0900 hours to 1700 hours, the Union hall shall have an answering service for incoming calls.

(d) Telephone numbers of Union officials shall be furnished to the Company in case of emergency calls for employment.

(e) The Union hiring facilities shall be closed on all statutory holidays specified in Article 14 hereof and on all other applicable Federal or Provincial statutory holidays. Where such statutory holidays fall on a Saturday or a Sunday, the Union hiring halls shall be closed on the following Monday or on the next juridical day should the following Monday be a statutory holiday.

6.03 The Union agrees to co-operate fully with the ship's officers and management of the Company in obtaining qualified, reliable employees to fill vacancies as they occur. When employees are requested, the Union agrees that the Company's requirements will be filled as quickly as possible.

6.04 When presenting themselves for employment, members shall remit a Union dispatch slip and discharge book to the Captain or designated ship's officer. Members who are refused for employment must be immediately furnished in writing with a valid reason for such refusal. If the member is not accepted by the Company, as a result of or because of an error committed by the Company in placing a call for a replacement, the said member shall be reimbursed any and all reasonable

transportation costs to and from the vessel, living expenses supported by receipts and shall receive one day's basic pay.

If the ship is delayed in transit and the employee must stay overnight waiting for it, the Company shall pay reasonable living expenses supported by receipts until the arrival of the vessel or until the call is cancelled. In the latter case, the employee shall receive basic wages from the date on which the employee was to report to the vessel.

6.05 The right of any employee to employment with the Company shall be conditional upon the employee being medically fit to perform his duties and in possession of a Company approved Medical Fitness Card. The Company may, at any time, cause the employee to be medically examined at the Company's expense.

ARTICLE 7

DEDUCTION OF UNION DUES

7.01 The Company agrees to deduct initiation fees and/or monthly Union dues and/or assessments in respect to all employees covered by this Agreement in the amounts as established by the Union. In addition, the Company agrees to deduct and remit, at the request of the Union, any other monies related to Union membership.

7.02 All amounts required to be deducted by this Article will be remitted monthly to the Union headquarters at Montreal, Quebec not later than the 15th of the following month.

7.03 The Union shall indemnify the Company and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Company for the purpose of complying with the foregoing provisions of this Article or in compliance with any notice which shall have been furnished to the Company under any of such provisions.

ARTICLE 8

GRIEVANCE PROCEDURE

8.01 An employee who is refused employment, discharged, or suspended, has the right to file a grievance with the Company through the Union provided the grievance is filed within five days of the incident. After the five days has expired such a grievance cannot be filed.

8.02 Where an employee has a grievance concerning the interpretation or alleged violation of the Agreement while working on board a vessel, it must be processed in the following manner:

Step 1:

(a) Within 10 days of the cause of its alleged occurrence, the employee must present his grievance on a standard grievance form (if available) to the Captain, Chief Engineer or Chief Steward with a copy to the ship's delegate.

(b) Upon request of the grieving employee, the ship's delegate shall assist in the grievance procedure. He shall not be subject to discipline for assisting the griever in the grievance procedure provided such assistance does not interfere with the operating of the ship.

(c) The Captain, Chief Engineer or Chief Steward shall acknowledge receipt and reply to the grievance by completing and returning to the griever a duly completed standard grievance form within five days of receipt of the grievance.

(d) If settlement is not achieved, the griever shall submit the Company's reply to the Union immediately.

Step 2:

(a) Within 30 days of the reply of the Captain, Chief

Engineer or Chief Steward, the office of the Executive Vice-President of the Union shall submit the duly completed standard grievance form to the Manager of the Company at Owen Sound, Ontario.

(b) At Step 2, the Union shall also have the right to submit a grievance in writing to the Company on behalf of all of the employees in the bargaining unit or a group or category thereof, or on behalf of an individual member not employed aboard the vessel at the time, within 30 days of the alleged occurrence giving rise to the grievance.

(c) The submission at Step 2 shall include a written statement of the grievance and, where this concerns the interpretation or alleged violation of the Agreement, the statement shall identify the Article and paragraph of the Article involved.

(d) The Manager of the Company shall, within 30 days of receipt of the grievance at Step 2, reply to the Office of the Executive Vice-president in writing enclosing a copy of the standard grievance form.

8.03 Should a grievance not be settled at Step 2 of the grievance procedure, the matter may be submitted to arbitration in accordance with Article 9. A request for arbitration must be given by the one party to the other in writing within 10 days of the Company's decision at Step 2 of the grievance procedure.

ARTICLE 9

ARBITRATION

9.01 Any grievance involving the interpretation or alleged violation of any provision of this Agreement which has not been settled to the satisfaction of the Company and the Union by conference or negotiation, may be submitted to an arbitration board. Matters involving any request for a modification of this Agreement or which are not covered by this Agreement shall **not** be subject to arbitration.

9.02 The arbitration board shall consist of one arbitrator who shall be jointly selected by the Union and the Company. This selection shall be made within ten (10) days after the request for arbitration has been made by either party to this Agreement. In the event that the parties fail within the said ten (10) day period to agree upon the selection of an arbitrator, the matter may be referred by either party to the Minister of Labour for Canada, who shall select and designate the arbitrator.

9.03 In the event the arbitration board is vacated by reason of death, incapacity or resignation, or for any other reason, such vacancy shall be filled in the same manner as is provided herein for the establishment of the board in the first instance.

9.04 A statement of the dispute or question to be arbitrated shall be submitted by both parties, either jointly or separately, to the arbitrator within five (5) days of his appointment. The arbitration board shall convene within ten (10) days following the appointment of the arbitrator unless otherwise mutually agreed by the parties, and shall render its decision as soon thereafter as possible.

9.05 The decision of the board shall be limited to the dispute or question contained in the statement or statements submitted to it by the parties. The decision of the arbitration board shall not change, add to, vary or disregard any conditions of this Agreement. The decisions of the arbitrator which are made **under the** authority of this Arbitration Article shall be final and **binding upon** the Company, the Union and all persons concerned.

9.06 The expenses, fees and costs of the arbitrator shall be paid by the party to this Agreement found to be in default upon the arbitrator's resolution of the grievance or, if the arbitrator resolves the grievance in such a way that neither side shall be found wholly in the right, then the arbitrator shall **also** establish the proper split of the expenses, fees and costs between the two parties in the proportion appropriate to the share of responsibility that each side had in the production of the grievance.

ARTICLE 10

SENIORITY AND PROMOTIONS

10.01 At the lay-up of the vessel for the season, the Company shall provide each satisfactory employee with the following letter of intent:

- Copy for Employee
- Copy for Captain/Chief Engineer/Chief Steward
- Copy for Company
- Copy for S.I.U.

**COMPANY LETTERHEAD
NOTICE OF INTENT**

Employee's Name	Rating
Home Address	Home Telephone
Name of Ship	Captain/Chief Engineer
	Chief Steward
Officer's Address	Officer's Telephone

This will certify that the above named employee has indicated his intention to resume his employment with this Company for the navigation season. I have accepted his notice of intent, and accordingly endorse the same.

Signed
Captain, Chief Engineer, Chief Steward
Company Authority

NOTICE TO EMPLOYEE

According to the terms of this Collective Agreement between the S.I.U. and this Company, you are entitled to return only to the ship you laid up. This notice does not constitute a promise of employment if the vessel which you laid up is not placed in operation by the Company that year. Unlicensed personnel will receive a notice of 72 hours prior to joining the ship.

Your notice for recall for duty shall be by telephone. If by telephone and there is no answer, the Company will immediately send a telegram. If a telegram is sent you must acknowledge receipt of the said telegram within 48 hours of its delivery to you. Failure to acknowledge shall constitute unavailability for service. This notice shall be cancelled in any undertaking expressed or implied where any employee proves unavailable for service at time of recall subject to reasonable travelling time allowance.

10.02 It is agreed that promotions will only take place when a job vacancy is available on the ship. A promotion shall, like lay-offs and rehiring, be based on an employee's skill and efficiency. These being equal, the preference shall be given to an employee with the greatest seniority with the Company.

10.03 Where the Company commissions new vessels during the navigation season, the Captain and/or Chief Engineer assigned to the new vessel may reassign fifty percent of the required crew for the new vessel from the previous command of the said Captain or Chief Engineer. Where the Company exercises their rights, employee transfers resulting therefrom shall be made at no expense and no loss of employment to the employees affected by the said transfers. Any further crew adjustments shall be mutually agreed to by the Company and the Union.

10.04 A seniority list will be made up and posted on board the ship in the spring of each year.

10.05 Employees who transfer from one vessel to another shall retain their seniority position within the company.

10.06 Recognizing that the Company, from time to time, sees fit to promote unlicensed employees to positions outside of the bargaining unit, it is agreed that:

(a) Employees who are promoted shall only retain their seniority rights with the Unlicensed Union provided they remain

as members in good standing with the Union.

(b) Employees who are temporarily promoted for the purpose of training and/or relieving, shall retain their unlicensed seniority provided they do not work outside the Unlicensed bargaining unit for more than a total of two hundred and ten (210) consecutive days in any calendar year.

(c) Upon full time promotion to a position with the Company outside of the bargaining unit, an unlicensed employee will have his unlicensed seniority frozen so as to enable later possible returns to his former unlicensed position. Such recall rights shall only continue for a period of two (2) years from the date of his initial full time position, following this he shall have no further claim to unlicensed seniority.

ARTICLE 11

HOURS OF WORK

11.01 (a) The regular work week for employees of the deck, engine-room and stewards departments shall be forty (40) hours consisting of five (5) consecutive days of eight (8) hours per day.

(b) In addition, when the vessel is in operation, each employee of those departments shall be guaranteed eight (8) hours of work at the overtime rate one day each week on a day other than the five consecutive days indicated in 11.01(a). Such guaranteed overtime shall not apply during periods of fit-out and lay-up.

11.02 At the beginning of the season, mutually satisfactory arrangements shall be made between management and the employees to provide for one day off each week based on seniority.

11.03 The regular work day for employees of the Stewards Department shall consist of eight (8) hours work, exclusive of

meal period, within a spread of twelve (12) hours as determined by the Captain from time to time. Considering that some employees may not be residents of the area, the Company agrees to provide such employees with accommodation and meals on board the vessel at no cost.

11.04 (a) The regular work day for non-watchkeepers shall consist of eight (**8**) hours work, exclusive of meal period, within a spread of twelve (**12**) hours. When a meal period is assigned it shall be one (1) hour unless otherwise mutually agreed between supervisor and the employee concerned. When a meal period is not assigned, the employee affected will be allowed (20) minutes in which to eat without **loss** of pay.

(b) The regular hours of work for all employees assigned to standard watched (i.e. watchkeepers) shall be eight (**8**) hours during each calendar day on a three (3) watch system, so that four (**4**) hours on watch shall be followed by eight (**8**) hours off watch, except when in the Master's or Chief Engineer's discretion it is deemed advisable to break watches while a vessel is in port, anchored or not otherwise underway. Arrangements may also be made to have watchkeepers work straight eight (**8**) hour shifts.

11.05 The sailing schedule shall be posted on the bulletin boards for the benefit of crew members.

11.06 When employees of the Deck Department are required to **do** spray painting, they shall be "knocked off one-half (1/2) hour early to clean **up**. Coveralls and respirators will be supplied.

11.07 Should an employee fail to report for his regular shift, his mate on the preceding shift shall remain on duty until a substitute is secured. If it **is** necessary to pay overtime because of these circumstances, the additional cost will be deducted from the wages of the employee who was missing from his shift.

11.08 The Company agrees that all vessels shall be manned with crews sufficient to meet the requirements of the operations.

11.09 When men are promoted for the purpose of replacing men who are injured, sick or absent, they shall receive the differential in pay while so acting.

11.10 All ratings working a six (6) day week shall perform only necessary work on the day prior to their designated day off. Necessary work may include the following:

Navigation duties, including the keeping of watches.

2. Docking, undocking, handling or mooring lines, preparing for loading and unloading of the vessel including ballasting and deballasting, also loading and unloading.
3. Securing the vessel in preparation for the voyage.
4. Washing down by the Deck Department immediately after loading and unloading of cargo.
5. Cleaning of cargo holds if it is necessary to avoid delay to the immediate loading of cargo and/or water ballast.
6. Sanitary work, which shall include cleaning the wheelhouse, wheelhouse windows and mopping out wheelhouse, also rinsing down the forward and aft housing. It shall also include sweeping and general cleaning of quarters, washrooms, hallways, recreation rooms and messrooms, burning and/or other required methods of garbage disposal. It is understood that any of the above mentioned sanitary work may be performed on Sunday only if it cannot wait until the following regular work day.

Taking **onboard** fuel and stores required for the continuous operation of the vessel.

8. Sweeping, mopping, wiping and cleaning floor plates and deck oil in machinery space areas, including the exterior of main engines and auxiliaries.
9. Normal duties of Steward's Department.

"Necessary work" shall not include scraping, chipping, painting or soogeeing. Employees required to perform work not described in this Article 11.10, paragraphs 1 to 9, shall be paid at the hourly overtime rate of double time. Such rate shall constitute the total wages for this work.

ARTICLE 12

OVERTIME

12.01 The overtime rate is defined as being one and one-half (1 1/2) the applicable basic hourly wage rate for each job classification as stipulated in the Schedules of Wages contained in Article 29 hereof.

12.02 (a) Except as provided in Article 11.01, all time worked in excess of eight hours in a day or forty hours in a week shall be paid for at a rate of time and one-half, except that overtime payment shall not be duplicated for any hour of work.

(b) Time worked in excess of eight hours per day on an employee's assigned rest day shall be paid at double the basic rate.

12.03 An employee performing overtime work which ceases before the expiration of one (1) hour shall nevertheless be credited with one (1) hour's overtime. After the first hour of overtime, each further period of one-half (1/2) hour shall entitle the employee to one-half (1/2) hour at the overtime rate.

12.04 When men are called out to work on overtime and then "knocked off for less than two (2) hours, excepting where a man is recalled for his regular duties, overtime shall be paid straight through.

12.05 An employee who is not on regular duty when called for overtime work shall be allowed as a general practice thirty (30) minutes in which to dress. However, the union recognizes that under special circumstances the Master may not be able to comply.

12.06 When a seaman is required to work during a meal hour, he shall be paid at the overtime rate for such hour. (This means 9 1/2 hours pay for 8 hours worked).

12.07 At the completion of any overtime work the employee and the officer in charge shall both sign duplicate overtime sheets recording the duration of such work. One (1) copy of the sheet shall be given the employee and the other retained by the Master. In the event a question arises as to whether work performed is payable as overtime, or if claim is rejected, the Senior Officer must sign "Disputed" and the reason(s) for non-approval. In case of a dispute, the matter shall immediately enter the Grievance Procedure as provided for in this Agreement.

12.08 The Company agrees to supply overtime books or sheets for the purpose of keeping a record of overtime worked. Where the Company fails to supply the said overtime books or sheets, employee's overtime claims shall be considered as valid on any form of paper.

12.09 An employee may be assigned to several duties within his own department during an overtime period, at the discretion of the officer in charge.

12.10 Overtime shall be divided as equally as may be reasonably practicable among the employees who normally perform the work.

ARTICLE 13

VACATION PAY

13.01 An employee having completed less than one (1) full season of service with the Company shall receive vacation pay equal to four percent (4%) of his gross wages earned during the then current season with the Company.

13.02 An employee having completed between one (1) and six (6) full consecutive seasons of service with the Company shall receive vacation pay equal to five percent (5%) of his gross wages earned during the then current season with the Company.

13.03 An employee having completed more than six (6) full consecutive seasons of service with the Company shall receive vacation pay equal to seven percent (7%) of his gross wages earned during the then current season with the Company.

13.04 Effective January 1, 1997, an employee having completed more than ten (10) full consecutive seasons of service with the company shall receive vacation pay equal to eight (8) percent of his/her gross wages earned during the then current season with the company.

13.05 The right of an employee to receive vacation pay pursuant to Articles 13.02 and 13.03 above shall not be affected in any way where such employee is absent from his employment for reasons satisfactory to the Captain.

13.06 The Company shall pay all accumulated vacation pay to employees on a monthly basis.

13.07 At the beginning of the season, employees who have continually returned to a regular summer position will accumulate the equivalent of one (1) full season of service after the completion of 3 consecutive summer operating seasons.

ARTICLE 14

STATUTORY HOLIDAYS

14.01 The Company agrees to recognize the following holidays:

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

14.02 In the event that any of the foregoing holidays falls on a Saturday or Sunday, the following Monday will be considered as the statutory holiday and paid at the same rate as a statutory holiday. If the following Monday is a regularly assigned rest day for any employee, then the substituted holiday will be moved to the next regular working day for that employee.

14.03 The work performed on a holiday shall be that usually performed on a Sunday.

14.04 If an employee does not work on a statutory holiday, he will receive his usual daily wage.

14.05 If an employee is required to work on a statutory holiday, he will be paid for each hour worked double time and one-half his basic hourly rate.

14.06 If a statutory holiday falls during an unlicensed crew member's period of leave, he will be paid a day's basic pay on the first payday following his return to work.

ARTICLE 15

STEWARD'S DEPARTMENT

15.01 Routine duties for members of the Stewards Department include the supervision, preparation and serving of the regular meals, the preparation of night lunches, the cleaning and maintaining of the quarters of the licensed personnel and of all dining and messrooms, galley, pantries, storerooms, linen room, all departmental equipment, and cleaning of refrigerating spaces.

15.02 With respect to the cleaning and maintaining of washroom and toilet facilities of the licensed personnel, the work day shall be so scheduled by the Chief Steward that members of the Steward's Department will perform this work during periods when they are not actively engaged in the preparation of food.

15.03 It is understood that neither the Chief Cook nor the Assistant Cook will be required to clean toilets.

15.04 It is understood that if any member of the Steward's Department has completed his regular eight (8) hours of work in any one day and is required by the Master or Chief Engineer or Officer in charge to work extra time, he will be paid at the overtime rate.

15.05 The Company shall supply aprons to all members of the Stewards Department and also, if uniforms are required aboard any vessel, the Company shall supply them, and these shall be laundered at the Company's expense.

15.06 A Chief Cook or Assistant Cook will be supplied with two sets of whites which shall be laundered at the Company's expense. When replacements are required they shall be supplied by the Company or an allowance paid in lieu thereof at the end of the season. Such allowance shall be:

Effective January 1, 1991 - \$88.00
Effective January 1, 1992 - 95.00

ARTICLE 16

BEREAVEMENT, SICKNESS AND COMPASSIONATE LEAVE

16.01 (a) Full Season Employees:

After the completion of sixty (60) days of employment with the company, an employee will be granted bereavement leave when death occurs to a member of his/her immediate family. In the case of death of a spouse, child and parent, the employee will be paid his/her basic rate of pay for five (5) days. In the case of death of a brother, sister, parent-in-law and grandparents, the employee will be paid his/her basic rate of pay for three (3) days.

(b) Summer Season Employees:

After the completion of sixty (60) days of employment with the company, an employee will be granted bereavement leave when death occurs to a member of his/her immediate family, that is his/her spouse, child, parent, brother, sister, parent-in-law and grandparents. The employee will be paid his/her basic rate of pay for three (3) days.

(c) In the case of a spouse or child, the above mentioned leave period shall be increased by one day for each one thousand (1,000) kilometres from the port of disembarkation to the place where the funeral is held up to a maximum of five additional days.

(d) In the application of this article when an employee is on bereavement leave with pay, it is not mandatory for the company to fill a vacancy created by such leave.

16.02 An unlicensed crew member shall be entitled to receive

from the Company a reasonable leave of absence from his employment without pay in the event of either illness or injury to himself or a member of his immediate family, that is, his wife, brother, sister, children, parents, parents-in-law and grandparents.

16.03 An employee may request paternity leave without pay at least six weeks prior to the expected date of the birth of his child and shall be granted paternity leave for a maximum period of 30 days without pay.

16.04 All claims under this Article must be supported by proper medical or bereavement evidence upon returning to the vessel, otherwise the employee forfeits his right to employment with the Company.

ARTICLE 17

CREW ACCOMMODATIONS

17.01 (a) The Company shall see that all quarters assigned for the use of the employees are kept clean, tidy, lighted and ventilated insofar as it is practicable to do so. The Company and the employees shall co-operate to the fullest in keeping living quarters clean and tidy at all times. The Company agrees to fumigate all quarters whenever such fumigation is necessary to free them of vermin. Crew's quarters to be painted when necessary.

(b) The Company agrees to make every effort to provide single room accommodation on newly constructed or converted vessels for employees electing to live aboard.

(c) The following items shall be supplied to employees who elect to live aboard the Company vessel:

1. A suitable number of clean blankets for each employee.

2. An adequate supply of sheets, pillow cases, hand and bath towels, standard brand face **soap** and laundry **soap** or detergent to be supplied weekly.
3. One washing machine and electric dryer shall be supplied on each vessel. Also, an iron and ironing board shall be placed in the laundry room.
4. Equipment for the purpose of making coffee shall be made available in the engine room.
5. The Company shall supply at least one colour T.V. (with antenna) and V.C.R. on each vessel.

The Company will pay the cost of maintenance of these appliances necessitated by normal wear and tear. Any employee willfully damaging or destroying linen, mattresses and/or any of the above equipment, shall be held accountable for same.

17.02 It is the policy of the Company to maintain the comfort of the crew by providing as good equipment as possible under given circumstances, but it must be recognized that this policy is dependent on the full co-operation of the Union and each employee.

17.03 When, as a result of operating conditions, the vessel is required to lay-over at other than its home port, (presently Tobermory during sailing season and Owen Sound during remainder of year) meals and sleeping accommodation, either on board or ashore will be provided by the Company. When not provided, an employee shall receive allowances for each meal and for room per night as follows:

Effective	Meals	Room
Jan. 1, 1991	\$10.00	\$60.00
Jan. 1, 1992	10.75	65.00

Employees will be required to present acceptable receipts in order to be reimbursed these amounts.

ARTICLE 18

MEALS, COFFEE TIME AND LUNCHESES

18.01 Meal hours, when practicable, shall be as follows, unless otherwise directed by the Master, but in no case shall the indicated hours be altered more than one-half hour in either direction, except in an emergency.

Breakfast	from 07:30 a.m. to 08:30 a.m.
Dinner	from 11:30 a.m. to 12:30 p.m.
Supper	from 17:00 p.m. to 18:00 p.m.

18.02 A fifteen (15) minute coffee break shall be allowed each member of the crew on each watch, and for crew members on day work each morning and afternoon. Such coffee breaks for day workers shall be taken at the hours of **10:00 a.m. to 15:00 p.m.** when the nature of the work permits, otherwise as near as possible to those hours. For watchkeepers such coffee breaks shall be taken as near as possible to the middle of the watch, and coffee must be available.

18.03 Where overtime is worked for periods of four (4) hours or over, coffee breaks must be allowed on the above scale. These coffee breaks shall be given in such a way that operations shall not be unnecessarily interrupted.

18.04 Night lunches shall be available for crews changing and those called to work overtime.

18.05 The Company agrees to make every effort to supply fresh milk and fresh fruit and vegetables when in season, and to provide meals in full and plentiful quantity at meal hours.

ARTICLE 19

MARINE DISASTER

19.01 An employee covered by this agreement while employed by the Company, who suffers loss of clothing or personal effects because of a marine disaster shall be compensated by the Company, for such loss, up to a maximum of \$2,000.

19.02 An employee or his estate making a claim under this article shall submit reasonable proof to the Company of the actual value of the loss suffered. Such proof shall be a signed affidavit listing the individual items and values claimed.

ARTICLE 20

TRANSPORTATION COSTS

20.01 All employees rejoining a ship at fit-out shall be paid reasonable transportation costs, upon rendering receipts, on the first payday after thirty days of service. The Company agrees to pay reasonable transportation costs to an unlicensed employee to and from his home. These costs are to include first class surface passage plus meals and berth or economy air fare plus the cost of a taxi or limousine in direct connection with the said travel, or two way car allowance. Effective January 1, 1992, the car allowance will be 29 cents per kilometer, where no public transportation is available.

20.02 All employees who have served the Company continuously aboard ship from the time of joining ship until the completion of lay-up, except only periods of justifiable absence, shall be paid transportation costs by the company from the vessel to their home on the basis prescribed in Article 20.01 above.

20.03 All employees required to go on leave due to the provisions of Article 26.01, shall be paid transportation costs

from the ship to their home and vice versa on the basis prescribed in Article 20.01 above.

20.04 All permanent employees who act as relief employees for those taking leave in accordance with the provisions of Article 26.01 shall be paid transportation costs from the ship to their home and vice versa on the basis prescribed in Article 20.01 above.

20.05 If a ship lays up during the navigation season, all employees shall be paid transportation costs by the Company from the vessel to their home on the basis prescribed in Article 20.01 above. All employees recalled to join such ship shall be paid transportation costs by the Company from their home to the vessel on the basis prescribed in Article 20.01 above.

20.06 In case of discharge for cause or leaving the ship for personal reasons, transportation costs shall be borne by the employee.

20.07 An employee when transported by the Company during the course of his employment, shall be provided with transportation by air, bus or rail, including berths where available when travelling by night, plus the cost of a taxi or limousine in direct connection with the said travel, and with subsistence at the rate of \$10.75 effective January 1, 1992, per meal in addition to his regular wages. For the purpose hereof, regular wages shall be determined on the basis of a maximum of 8 hours per day at the basic wage rate.

20.08 (a) Company agrees to pay reasonable transportation costs for summer employees to and from their home or Thorold Union Hall, whichever is closer. Such employees must complete the summer operating season.

(b) Employees hired in a relief capacity for sickness, unscheduled time *off*, etc. will be reimbursed, on the completion of their relief assignment, reasonable transportation costs to their home or Thorold Union Hall, whichever is closer.

ARTICLE 21

SAFETY AND EQUIPMENT

21.01 (a) The Company shall make every effort to furnish and maintain safe working gear and equipment for the protection of its employees and shall continue to make reasonable provisions and rules for their safety.

(b) Watertight doors will be adequately secured when the vessel is on the run.

(c) When a vessel is canalling, berthing or letting go, the Company agrees to use a signalman in addition to the winchman. The only exception to this is when mooring winches are side controlled.

(d) Two (2) men shall be used for handling mooring lines at all times, one forward and one aft. When pulling long bow and stem lines, two (2) men per line shall be used.

(e) Any vessel tied up at any wharf, dock or landing place where crew members may go ashore or come aboard, unless canalling, shall have a suitable gangway properly secured to the ship for the safe and convenient transit of crew members and such gangway shall be properly lighted.

21.02 When a crew member falls sick or is injured, it will be the duty of the Captain to see that this person gets first-aid or medical treatment as quickly as possible. The Company shall reimburse the employee all transportation expenses from his place of work to the nearest hospital or clinic. On the doctor's recommendation, if the disability is for a period of less than ten days, he shall be assigned light duties aboard the vessel. If the disability is for longer than ten days, the Company shall reimburse transportation expenses from the hospital or clinic to his residence, providing he qualifies for U.I.C. sick benefits and/or Seafarers' Medical plan sick leave benefits or Workers' Compensation.

21.03 When working over the ship's side in port or dry dock, there shall be supplied a proper staging, with a flooring of 1-1/2" materials by 18" wide and 10' long, with proper crossbars of 1" diameter lines, with a safety line attached to each crew member working on the staging and someone to stand by while overside work is in progress.

21.04 Members of the engine room shall not be required to work on staging or Bosun's chair while the ship is underway. Crew members shall not be required to work on staging overside while the vessel is underway.

21.05 Only water from an approved source shall be used for drinking or sanitary use.

21.06 The engine room shall be supplied with life-jackets sufficient for the watch below, along with asbestos blankets and stretchers plus a medical kit. Diesel fuel or pre-heated bunker "C" shall be used for flashing up on oil burning ships.

21.07 The Company agrees to supply and maintain the following safety equipment for the use of unlicensed personnel covered by this contract in accordance with M.O.T. regulations such as fog nozzles, breathing apparatus, life rings and cost on lights, stretchers, hand lights and first-aid kits in approved locations.

21.08 (a) Goggles shall be supplied as required for men engaged in chipping or scaling.

(b) Hard hats shall be supplied to crew members working in areas where overhead work is being performed.

(c) The Company will supply proper face respirators when crew members are required to do spray painting in confined areas such as tanks, tunnels, closed bow visors, etc.

(d) The Company undertakes to make available coveralls

and/or oilskins to employees who perform unusually dirty work, and also make available protective ear muffs or ear plugs for all engine room personnel on diesel vessels.

(e) Goggles, hard hats and respirators will be signed for, and if not returned at termination of employment, the employee will pay for the cost of replacement.

(9) Non-conductor foot pads shall be supplied in front of the main electrical switchboard.

(g) The Company policy with respect to safety footwear will apply to employees covered by this agreement.

21.09 The Company will endeavour to have the Bell Telephone Company install a pay telephone in a convenient location, if another telephone is not available, when the vessel is laid up.

21.10 During the hours of darkness, outside painting must not be performed.

21.11 First aid kits, life preservers, life jackets, portable life rafts, etc., shall not be stored away while on the run immediately prior to winter lay-up, nor shall the life boats be emptied of their equipment, permanently covered or securely lashed in preparation for such lay-up.

21.12 The Union agrees to co-operate with the Company in promoting safe practices and conditions aboard ship by reporting hazardous situations to the Master or Chief Engineer who shall endeavour, whenever practicable and with the least possible delay, to have the situation rectified.

21.13 It is agreed that any safety regulations that the Company may now have in force for the safety of the vessel and crew and any further safety regulations which the Company shall put into effect and bring to the attention of the crew, shall be strictly adhered to by **all** crew members. Violation of any such

regulations will warrant disciplinary action.

21.14 The Company agrees to supply on each vessel one stool for the use of the wheelsman. Such stool shall be available for use under circumstances satisfactory to the Master or the Officer of the Watch.

21.15 The Company agrees to provide suitable protective clothing when crew members are required to work near hazardous chemicals, which will include recognized and acceptable respiratory face masks.

21.16 The Company agrees to post a notice advising all crew members that it is their duty to ensure that all flammable materials are stored when not in use in the designated storage lockers, which are properly identified on the ship and equipped with a fire-smothering system.

21.17 The Company agrees to post diagrams in French and English or pictographs, clearly showing all escape routes, the location of fire fighting equipment and station bills.

21.18 If painting, chipping or soogeeing is to be undertaken above arm's reach, this will only be done with a secure ladder and/or proper safe staging and a safety line attached to ensure safety, all in accordance with generally accepted practices of good seamanship.

21.19 The Company agrees that no crew shall be required to work under unsafe conditions, due regard being given to Article 24.02.

21.20 The Company agrees to provide immersion suits that conform with the standards prescribed by D.O.T. to unlicensed crew members on our vessel. It is understood that each unlicensed crew member will be fully responsible and accountable for the suit at all times. The procurement of these suits will be accomplished in the most expeditious manner.

21.21 No pets are to be carried on board ship by any of the personnel.

ARTICLE 22

UNION OFFICERS BOARDING VESSELS

22.01 The Company agrees to issue passes to the Union's representatives for the purpose of consulting with its members aboard vessels of the Company covered by this Agreement. Representatives of the Union shall be allowed on board vessels at principal loading and unloading ports. Such representatives shall have the right to engage in negotiation with the Master or Officers in charge of the ship in respect of any dispute or grievance, but shall not have the right to interfere in any way with the operations of the vessel.

22.02 The Union shall submit to the Company the name and relevant particulars of the bona fide Union members authorized by the Union to act as its representatives provided that the Company, upon receiving from any representative a waiver, in form satisfactory to the Company, of any claim for any damage resulting from any accident or injury in or about Company property, shall thereupon issue a Pass to each such representative, enabling him to board the Company's ships at port for the purpose herein provided. In the event that such privilege is withdrawn from the designated Union representative the Union will undertake to notify the Company to revoke such pass.

22.03 The Union representative shall not violate any provision of this Agreement or interfere with the Officers aboard the ship or retard the work of the vessels, subject to penalty of revocation of the Pass granted herein. Any such revocation shall be subject to the Grievance Procedure.

22.04 The Company assumes no responsibility for securing passes to or through property owned or controlled by others,

but the Company agrees to co-operate with the Union in endeavouring to secure such passes.

ARTICLE 23

OFFICER CADETS

23.01 Where in co-operation with Government training schemes, officer cadets are articulated on any vessel, it is agreed that a maximum of two (2) cadets shall be carried on any one vessel.

23.02 Officer cadets shall be confined to either regular watches, or to one watch per day and four (4) hour's labour between 08:00 a.m. and 17:00 p.m. daily. Where a cadet is assigned to a watch, he shall be in addition to the regular unlicensed watchkeeper and in no event shall he be considered a substitute or replacement, or perform any unlicensed work in the engine room or on deck if there is no unlicensed person on watch.

23.03 On no account shall officer cadets replace unlicensed personnel in performing overtime work, and in the event cadets perform such work, the overtime payment applicable shall be paid to the unlicensed personnel who would otherwise have performed the work.

23.04 While articulated on any vessel, cadets shall pay the monthly union dues required of union members.

23.05 It is agreed that this Collective Agreement will hold no jurisdiction over the approved teaching curriculum of officer cadets.

ARTICLE 24

GENERAL AND EMERGENCY DUTIES

24.01 In addition to the duties specifically imposed by this document, all employees shall perform competently the ordinary duties pertaining to their positions on the vessel.

24.02 Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of or rendering assistance to other vessels, lives, property or cargoes, shall be performed at any time on immediate call by all employees and notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event shall overtime be paid for the work performed in connection with such emergency duties of which the Master shall be the sole judge.

24.03 The Master may, whenever he deems it advisable, require any employee to participate in life boat or other emergency drills. Such drills will take place at least once per calendar month, if possible. When employees are required to participate in such drills outside their regular working hours, they shall be paid overtime for the time spent by them in the drill.

24.04 Oilers and/or Mechanical Assistants are to assist with the taking and placing on board of engine room stores, in addition to their regular duties.

24.05 General and Emergency Duties

The Company undertakes to make available coveralls for each employee of the engine room and deck departments for use when performing unusually dirty work; this shall include painting.

24.06 The Company shall give due consideration to the unlicensed personnel for any winter work.

24.07 When an employee is required to work in a classification outside of his regular classification he shall be paid at the appropriate rate of pay of an employee working that classification or his own rate of pay, whichever is greater.

ARTICLE 25

SHORT PERIOD LAY-UPS

25.01 Should an employee be laid off for a period of less than ten (10) consecutive days, he shall not suffer any loss in basic pay because of such lay-off. This Article shall not apply to vessels laid up by reason of emergency.

ARTICLE 25A

EMPLOYEES FILE

25A.01 The employer agrees not to introduce as evidence in a hearing related to disciplinary action any documents from the file of an unlicensed employee, the existence of which the unlicensed employee was not aware at the time of filing or within a reasonable period thereafter.

25A.02 Upon written request of an unlicensed employee, the personal file of that employee shall be made available once per year for examination in the presence of an authorized representative of the employer. This also applies when an unlicensed employee is off ship on leaves of absence due to the following:

- (a) Accumulated leave
- (b) Sickness
- (c) Accident at work
- (d) While laid off by the Company if the Unlicensed

employee has been given notice of intent.

- (e) For any leave of absence authorized by the Company.

ARTICLE 26

TIME OFF WITHOUT PAY

26.01 Employees holding full-season positions may elect to take time off without pay subject to the following conditions:

(a) An employee must apply for time off during the first 30 days of the sailing season **so** that the schedule may be finalized before the 60th day of the season.

(b) Time off will not be allowed for periods of less than seven **(7)**days.

26.02 Employees electing to take time off under Article 26.01 above will be entitled to an allowance as follows:

(a) Permanent full-time employees of the Company hired prior to December 31, 1987 will be paid an allowance to defray all reasonable travel expenses between the vessel and their homes in Canada two ways when taking time off. These expenses are limited to one trip per year and are to include first class surface passage plus meals and berth or economy air fare plus the cost of a taxi or limousine in connection with the **said** travel or two way car allowance. Where no public transportation *is* available the car allowance will be:

Effective Jan. 1, 1991	- 28¢ per kilometre
Effective Jan. 1, 1992	- 29¢ per kilometre

(b) Permanent full-time employees of the Company hired after January 1, 1988, after having worked one full season (**210** days) will be paid travelling expenses as outlined above *to* their

home or the Union's Toronto Hiring Hall whichever is less.

(c) All claims for allowances under this Article shall be supported by original receipts for the actual funds expended.

ARTICLE 27

SUCCESSOR RIGHTS AND OBLIGATIONS

27.01 The Company and the Union agree that the provisions of the Ontario Labour Relations Act (Sections 62 and 63), pertaining to Successor Rights and Obligations shall apply to the present agreement.

27.02 In the event that the parent Company assumes direct control of the business it will honour this agreement in accordance with the above legislation and the service dates of the employees affected will be protected.

ARTICLE 28

PAYMENT OF WAGES

28.01 It is agreed that the payment of wages shall be once monthly with an advance approximately equal to one-half month's basic wages, less taxes and other deductions, payable on the 16th of each month. The remainder of the basic month's salary, plus overtime and other earned increments, shall be payable on the first of each month with overtime and increments calculated up to between the 20th and 25th of each month. Employees entering employment after the first day of the month shall receive such advances as herein provided on a daily pro-rata basis, except in cases of severance from employment.

28.02 When an employee is paid off a vessel, he shall receive in cash an amount up to four hundred (\$400.) or less depending on his accrued credits, if requested by the employee. Each

employee on **termination** will be given a temporary U.I.C. separation certificate enabling the employee to immediately apply for his Unemployment benefits.

ARTICLE 29

SCHEDULE OF WAGES

29.01 Schedule of wages in effect from January 1, 1996 to December 31, 1997 inclusive:

	<u>Basic Hourly</u> .228%	<u>Overtime Rate</u> .228%
Bosun-in-Relief	* \$16.12	\$24.18
Able Bodied Seaman	15.32	22.98
Ordinary Seaman	14.15	21.23
Electrician	19.37	29.06
Mechanical Assistant	16.29	24.44
QMED	16.29	24.44
Chief Cook	18.73	28.10
Assistant Cook	14.26	21.39
Service Aide	13.18	19.77

- This rate is red-circled until AB's rate of pay becomes equal to, or greater than the Bosun's-in-Relief rate.

29.02 With the implementation of the January 1, 1996 agreement, effective January 1, 1996 new employees hired for the summer sailing season will be paid ninety percent (90%) of the basic rate as defined in Article 29.01. When new hires attain full season status they shall be paid at the full season rate of pay.

ARTICLE 30

MANNING SCALE

30.01 The normal manning scale for the M.S. "Chi-Cheemaun" shall be as follows:

Spring and Fall Season
Two Trip Schedule (A)

6 Able Bodied Seamen'
3 Ordinary Seamen
1 Electrician (Days)
3 Mechanical Assts.
1 Chief Cook
2 Assistant Cooks
6 Service Aides

22

• Through attrition, the Bosun's position will be eliminated. Temporary Bosun's vacancies will not be filled. Bosun-in-Reliefs rate of pay will be paid until the Wheelsman rate of pay becomes equal to, or greater than the Bosun-in-Reliefs rate. (red circled) (Letter of Understanding **April 20**, 1993).

30.02 Under no circumstances shall there be any reduction of these manning scales during ~~the~~ life of this agreement unless mutually agreed upon between the parties.

ARTICLE 31

FRINGE BENEFITS

31.01 (a) Medical and Dispatch Hall: Effective January 1, 1997, the amounts payable shall be the same amounts agreed to in the C.L.C.A. Agreement effective June 1, 1996.

(b) **Pension Plan:** Effective January 1, 1996 the monthly contributions to the Seafarers' Pension Plan shall be based on nine percent (9%) of the basic hourly wage rate of eight (8) hours per day worked to a maximum of two hundred and forty (240) hours per month. Effective January 1, 1997 contributions to the Seafarers' Pension Plan will be the rate paid by C.L.C.A. Agreement to a maximum of nine and one-half percent (9.5%).

DURATION OF AGREEMENT

This agreement shall become effective from January 1, 1996 and shall continue in full force and effect until December 31, 1997 inclusive, and thereafter from year to year unless or until either party serves written notice on the other party to the contrary at least 120 days prior to December 31, 1997 or 120 days prior to December 31 of any subsequent year.

Signed this 22nd day of April 1996.

THE OWEN SOUND
TRANSPORTATION
COMPANY, LTD.:

K. J. Wallace
President

THE SEAFARERS
INTERNATIONAL UNION OF
CANADA:

William Ross
Vice President

February 8, 1985

2440-1

TO WHOM IT **MAY** CONCERN:

It is and will continue to be the policy of the Owen Sound Transportation Company to recognize the service accumulated by employees for vacation pay purposes, *if* they are promoted into another unit within the Company.

Andrew C. Boyle
Seafarers' International
Union of Canada

L. W. Davis
Owen Sound Transportation
Company

January 1985

2440-1

TO WHOM IT MAY CONCERN:

Notwithstanding the provisions of Article **21.20** of the Collective Agreement, the parties have agreed that until such time as the provision of immersion suits is made a requirement on passenger vessels by the Canadian Coast Guard Authority, the Company will supply immersion suits as follows:

4 in or adjacent to each lifeboat	8
3 adjacent to each life raft davit	9
2 in the engine room	<u>2</u>

Total **19**

The above mentioned is as agreed between R. **Gralewicz** and Capt. **Leath Davis** during January 1983.

Andrew C. Boyle
Seafarers' International
Union of Canada

L. W. Davis
Owen Sound Transportation
Company Ltd.

Owen Sound, Ontario,

February 2, 1988.

Mr. Andrew Boyle,
Executive Vice-president
and Secretary-Treasurer,
Seafarers' international Union
of Canada.

Dear Sir:

RE: DOCK EMPLOYEES - O.S.T.C.

As discussed in negotiations, we agreed, in response to a request from the employees, to deduct and remit double dues from all dock employees while working for credit during periods of lay-off.

We also agreed to make coveralls available when required for dirty work which includes painting.

Yours truly,

L.R. Davis,
Manager Marine Services.

North Bay, Ontario

March 18, 1991

Mr. Douglas McLaren,
Executive Vice-President,
Seafarers' International Union,
1333 rue St. Jacques,
Montreal, Quebec H3C 4K2

Dear Mr. McLaren:

This has reference to discussions during current contract negotiations with respect to the Company's proposal regarding the desirability of undertaking special arrangements for an employee who becomes physically disabled during the course of his employment and is unable to perform the regular duties of his assigned position and is unable to exercise his seniority on a position which he is capable of performing.

This letter will confirm our understanding that, in such circumstances, the proper Company and Union officers will meet to see if arrangements can be made to provide employment to the employee concerned within the existing work force. The parties may, by mutual agreement, place a disabled employee on a position that his qualifications and abilities allow him to perform, notwithstanding that it may be necessary to displace an able-bodied employee so as to provide suitable employment. The permanently assigned employee so displaced will be allowed to exercise seniority onto a position that he is qualified for and has the ability to perform.

A disabled employee placed on a position shall not be displaced by an able-bodied employee so long as he remains on that position except when a senior employee is otherwise unable to hold a position within his seniority terminal.

Should the disabled employee subsequently recuperate, he shall be subject to displacement, in which case such employee will exercise seniority rights. When a senior able-bodied employee believes that the provisions of this letter will result in undue hardship, a Union Officer may discuss the circumstances with the Company.

The **above** understanding is to provide guidelines for assisting disabled employees to continue to be employed.

If you are in accord with the above, would you please do indicate below.

Yours truly,

P. A. Dymont,
President.

I Concur:

Douglas McLaren
Executive Vice President
Seafarers' International Union.

January 18, 1993

8323-2 (HHR)

FAX **416-227-0130**

Mr. Bill Ross,
Vice President,
Seafarers' International Union,
70 St. David Street E.,
Thorold, Ontario. L2V 3Y7

Dear Bill:

RE: S.I.U. Agreement - Unlicensed Personnel (O.S.T.C.)

With respect to our recent negotiations, this letter will confirm our mutual understanding that during the spring and fall sailing season, one (1) Q Med position will be used in a relief capacity. As for the summer season, ~~two~~ (2) positions will be utilized in this capacity.

Yours truly,

Jerry D. Knox,
Director Human Resources.

JDK/tp

c.c. Mr. L. Davis,
Owen Sound Transportation Co.

Owen Sound, Ont

May 6, 1996

Bill Ross,
c/o S.I.U.,
70 St. David Street,
Thorold, Ont L2V 3Y7

Dear Bill:

RE: Interpretation and Application of Article 10 - Seniority/
Collective Agreement between the Owen Sound Transportation
Company and the Seafarers' International Union (for Unlicensed
Employees)

Background:

In the Spring of 1992, the company reduced the Spring and Fall cafeteria service and consequently, the number of crew required to provide that service. As a measure to preserve employment and spread the loss of work equally through all departments represented by the SIU, through collective bargaining the union negotiated a mandatory leave system. The system is described in Article 26 and was in place from 1992 through 1995.

During negotiations in 1996, the SIU negotiated the removal of the mandatory leave system with the full knowledge that the employment status of four or five persons working as "permanent reliefs" would be adversely affected.

While mandatory leave was in effect, the company interpreted and applied seniority with respect to Article 10 and the Letter of Understanding regarding mandatory leave in the following manner:

Skill and efficiency being equal, employees with the most seniority within their department were given employment preferences; where two employees were equal in their departmental seniority, company **time** became the deciding factor. "Bumping" between departments by virtue of company time was also not permitted.

This interpretation was the only method of upholding the intent and integrity of the mandatory leave system, to spread the remaining employment as equally **as** possible. To date, despite the fact that Article 10 as written does allow for bumping by virtue of company time in entry level positions, the prohibition of such has been an accepted practice.

April 16,1996:

Spring and Fall "downsizing" has occurred as a result of the union negotiating the removal of the mandatory leave system from the 1996/97 collective agreement. It was agreed by both the company and the union that they would together determine a fair and consistent application of Article 10 which would be understood and accepted by both parties.

The union membership notified the company that they believed a fair interpretation would include giving those four or five "permanent relief" employees some protection with regard to being promoted back to permanent positions and, to be eligible to receive "extra **work**" when available.

The union membership also notified the company of their concern that Article 10 had not been applied consistently with regard to length of service with the company since 1985, with the exception of the prohibition on departmental "bumping" which they continue to uphold as acceptable. There had been a time when the company had been given direction from the SIU to fill employment vacancies through the Hiring Hall rather than through promotions from within. On two occasions, long

erm employees were ineligible for promotion as a result.

There are presently two employees who hold ratings above entry level positions which are not supported by their length of service with the company. Correcting the seniority list moves them back to entry level positions within their departments. The union membership asked the company to give those individuals consideration to have the first opportunities to move up to their previously held rating as openings occur. This company does not dispute this based on the skill and efficiency of those individuals.

It is the intent of both the company and the union to recognize the long term relationships of OSTC employees as well as those employees who have improved their skills to become suitable for employment advancement.

At the conclusion of three meetings held by the company and the union membership committee, it was agreed that:

General Rules for Application:

Effective April 15, 1996, Departmental Seniority Lists will be written to reflect employee seniority in order by length of service with the company from the time the M.S. Chi-Cheemaun went into service. Employees "belong" to and hold seniority in the department in which they were employed at the end of the 1995 operating season.

Persons working a QMED hold seniority in their "parent" department. "Parent" department is defined as the department from which they were deployed to QMED.

"Bumping" between departments is not permitted regardless of the employee's length of service with the company.

Protection for employees affected by 1996/97 agreement:

These provisions have been agreed to for the promotion protection of those full-time employees affected through the loss of "permanent relief" work in the Spring and Fall.

"Extra work" is defined as temporary vacancies created through full-time employees leaving employment for vacations, sick and other leaves as they are entitled to via the Collective Agreement. Extra work has no impact on "seniority" and will be offered to employees in the following manner:

a) When the department's complement of full-time employees are not employed (as in fit-out and lay-up), the most senior employee in that department who is available will be offered the extra work.

The length of extra work assignment ~~is~~ determined by the length of the individual employee's leave.

b) When the department's complement of full-time employees are all employed, extra work will be offered to the five employees listed below, in order of their company seniority, regardless of their normal department of work.

c) Extra work will be offered in turn, "i.e., the most senior employee having completed an extra work assignment will not be again eligible until remaining employees on the list have each been offered ~~an~~ extra work assignment.

d) All work refusals and acceptances will be documented. The employee who refuses extra work will not be entitled to additional extra work until the remaining employees on the list have each been offered an extra work assignment.

e) If a circumstance arises where the entire group of employees listed below are unavailable for extra work or have all refused the same extra work assignment, the most senior summer employee in the department having the work will be offered the assignment.

f) When an entry level permanent position opens up in any department, the position will be offered to the persons listed below in order of seniority, regardless of whether or not they are currently filling an extra work assignment. Should the permanent position be accepted, the remainder of the extra work assignment will be filled as per the procedure detailed above.

At such time as all persons listed below are employed in permanent positions, extra work and future permanent position openings will be offered to the summer list of employees, in that department, in order of their seniority.

g) If, by the time permanent positions previously deemed "entry level" have a requirement for Coast Guard certification, the position will be offered in order of seniority, to only those persons holding the required certificate.

"Extra Work" Seniority List:

1. Audrey Paterek May 25, 1991
 2. Susan Edmonstone June 13, 1991 a
 3. Stephanie Paterek June 13, 1991 b
 4. Dave Eckenswiler May 6, 1992
 5. Jim Botsford May 8, 1993
- 2a Whereby the application of seniority via company time has moved Bob Johnson from his position of Asst. Cook to Service Aid and Len Fowler from his position of Able Bodied Seaman to Ordinary Seaman, those two individuals will be given the opportunity to accept the first available permanent jobs in their previously held ratings.

Signatures of Agreement:

The signatures below serve as certification that the above interpretation was discussed and agreed upon between the

Owen Sound Transportation Company and the S.I.U. Membership Committee.

On behalf of the union and the company it is agreed that present and all future applications of seniority as per Article 10, will be in accordance with the details listed above.

Rick Addison
(for SIU Membership)
Committee

Susan Schrempf
(for OSTC)
Asst. Director, Marine

D. Cleveland
(for SIU Membership)
Committee

Ian R. Dean
(for OSTC)
Acting Manager,
Administration & Support
Services, Marine

Donald Therrien
(for SIU Membership)
Committee

Andy Marly
(for SIU Membership)
Committee

I Concur:

W. F. Ross
Vice President,
Seafarers' International
Union.

Jerry D. Knox
Director Human Resources
Ontario Northland

May 10, 1996

Mr. Jerry Knox,
Director Human Resources
Ontario Northland
555 ~~Oak~~ St. E.,
North Bay, Ont P1B 8L3

Dear Jerry:

RE: Unlicensed Personnel

This letter is to confirm our agreement reached during our recent collective agreement negotiations that the company shall contribute to the Seafarers' Medical Plan and Seafarers' Pension Plan for the unlicensed crew members who are from time to time temporarily promoted to positions outside the bargaining unit.

Contributions shall be made for a maximum of ninety (90) days per calendar year.

Please acknowledge your concurrence in the appropriate area below.

Yours truly,

William F. Ross,
Vice-president,
Seafarers' International Union of Canada.

I Concur:

Jerry D. Knox,
Director Human Resources,
The Owen Sound Transportation Company.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE OWEN SOUND TRANSPORTATION COMPANY, LTD.
AND SEAFARERS INTERNATIONAL UNION OF CANADA**

As contemplated in Article 31 of the agreement governing unlicensed employees payments will be made by the Company for fringe benefits as follows:

<u>Seafarers' Medical Plan</u>	<u>Per Job Per Payroll Day</u>
Effective June 1, 1995	\$4.74
Jan. 1, 1996	•

An employee who is still working on October 1 and remains with the Company until laid off will have contributions made on his/her behalf for the full month of October.

Where a member becomes ill or is injured while at work with the Company and is entitled to draw benefits under the Seafarers' Medical Plan, the Company agrees to continue Seafarers' Medical Plan contributions during any period the employee is off work as a result of such compensable disability or illness up to a period of twenty-four months for the same compensable disability or illness.

<u>Hiring Hall Fund</u>	<u>Per Job Per Payroll Day</u>
Effective June 1, 1995	•
Jan. 1, 1996	•

• Where the Medical Plan and the Hiring Hall Fund are concerned, the amounts payable effective June 1, 1995 and Jan. 1, 1996, shall be the same amounts agreed to in the C.L.C.A. Agreement or, shall be increased by two percent (2%), whichever is less. Effective January 1, 1997, the amounts payable shall be the same amounts agreed to in the C.L.C.A. Agreement effective June 1, 1996.

Pension Plan

Effective January 1, 1996 the monthly contributions to the Seafarers' Pension Plan shall be based on nine percent (9%) of the basic hourly wage rate of eight (8) hours per day worked to a maximum of two hundred and forty (240) hours per month. Effective January 1, 1997 contributions to the Seafarers' Pension Plan will be the rate paid by C.L.C.A. Agreement to a maximum of nine and one-half percent (9.5%).

Signed this 23rd day of April 1996.

For Owen Sound Transportation
Company, Ltd.:

Jerry D. Knox
Director Human Resources

For Seafarers'
International Union
of Canada:

W. F. Ross

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