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BETWEEN



NORTHERN TRANSPORTATION  
COMPANY LIMITED

AND

THE CANADIAN MERCHANT  
SERVICE GUILD



0312504

November 1, 1991 — October 31, 1993

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**AGREEMENT**  
**BETWEEN**  
**NORTHERN TRANSPORTATION**  
**COMPANY LIMITED**  
**(hereinafter called the "COMPANY")**  
**AND THE**  
**CANADIAN MERCHANT SERVICE GUILD**  
**representing Masters, Deck and Engineer Officers**  
**(hereinafter called the "GUILD")**  
**NOVEMBER 1, 1991 — OCTOBER 31, 1993**

**ARTICLE 1**  
**PREAMBLE**  
**PURPOSE OF AGREEMENT**

- 1.01 The general purpose of this Agreement is to ensure for the Company, the Guild and the Deck and Engineer Officers, as defined herein and employed by the Company on Vessels, the full benefit of orderly and legal collective bargaining and to ensure to the utmost extent practicable the safety and physical welfare of the said Deck and Engineer Officers, economy of operation, standard of service and protection of property. It is recognized by this Agreement to be the duty of the Company, the Guild and the Deck and Engineer Officers to cooperate fully, individually and collectively for the advancement of said conditions.

## **ARTICLE 2 SCOPE**

- 2.01 The term “Officer” or “Officers” wherever used in this Agreement shall mean all Masters, Deck Officers and Engineer Officers employed by the Company on Vessels owned and/or operated by the Company. The term “Vessel” shall not be deemed to include any floating dry dock.
- 2.02 This Agreement applies to operations in the Mackenzie River Watershed, Beaufort Sea and Hudson Bay. In the event of operations in other areas of Canada, the Company and the Guild shall meet to discuss the new operations.

## **ARTICLE 3 JURISDICTION**

- 3.01 It is recognized that the Company comes within the jurisdiction of the Department of Labour of Canada and other Government Departments having jurisdiction.

## **ARTICLE 4 RECOGNITION**

- 4.01 The Company recognizes the Guild as the sole collective bargaining agency for all Officers with respect to rates of pay, hours of work and other conditions of employment in this Agreement.
- 4.02 (a) The Company recognizes the Guild as the source of supply for all Officers covered by this Agreement and will request the same from the Guild. The Company agrees to employ only members in good standing. Furthermore, the Guild and the Company agree that in order to facilitate the efficient and expeditious operations

of the Company's enterprise, and to enhance and maximize the employment opportunities of local residents and particularly native people, the Guild will accept the Company's request to employ qualified and reliable personnel from the local area to fill vacancies as they occur from time to time and/or promote qualified Unlicensed Personnel from within the Company.

(b) In order to assist the Guild in obtaining all Officers as members, the Company will provide the Guild with the names of all present and new members.

(c) The Guild and the Company will cooperate and participate fully in the implementation of the Employment Equity Act.

- 4.03 Any Officer not obtained through the Guild and not a member of the Guild shall, as a condition of employment, make application to the Guild for membership within thirty (30) days of employment with the Company.
- 4.04 Effective from the date of signing of this Agreement, the Company shall deduct, on a pro rata monthly basis, during each Season of Navigation, from the salaries due and payable to each Officer, an amount equal to the annual membership fees and such assessments that from time to time are constitutionally established by the Guild.
- 4.05 The Company shall deduct initiation fees as for the time being constitutionally established by the Guild. Signing of the Company's commencement forms shall serve as the employee's authorization for the Company to deduct such dues.
- 4.06 All deductions made pursuant to this Article, will be forwarded to the Guild, attention of the Secretary-Treasurer, within thirty (30) days of the deduction where practicable, together with a list showing the names of the Officers to whom the deductions are to be credited.

- 4.07 The Company agrees to pay to the Guild Four Thousand, Five Hundred and Ninety Dollars (\$4,590.00) per calendar year (Four Thousand Seven Hundred and Twenty-Eight Dollars (\$4,728.00) effective November 1, 1992) for the purpose of maintaining the hall, hiring Board and the dispatcher required, except where there is a stoppage of work, slowdown, or strike by the Licensed Personnel.

**ARTICLE 5  
NO DISCRIMINATION**

- 5.01 The Company agrees not to discriminate against or intimidate any member of the Guild for his/her activities on behalf of or for membership in the Guild.

**ARTICLE 6  
NO CESSATION OF WORK**

- 6.01 There shall be no strikes, lock-outs, tie-ups, slowdowns or stoppages of work for any cause whatsoever under the terms of this Agreement. It is the intent of the Company and the Guild that all controversies regardless of their nature shall be settled amicably and harmoniously under the terms of this Agreement. Refusal to pass through a legal picket line shall not be construed as a violation of this Clause.
- 6.02 Definition for the purpose of this section --- "A Legal Picket Line is a picket line which has not been declared illegal."

## **ARTICLE 7 GRIEVANCE PROCEDURE**

- 7.01 An Officer who feels that he/she has been treated unjustly or considers himself aggrieved, should within ten (10) days or the first practical opportunity first discuss the problem with the Manager Marine Operations or Manager Marine Maintenance. Failing satisfactory settlement within ten (10) days, the Licensed Officer may present his/her grievance in writing to the Director, Human Resources, or his/her delegate within ten (10) days of the response from the Manager Marine Operations or Manager Marine Maintenance.
- 7.02 Differences which cannot be resolved directly between the Company and the Officer(s), which arise from the interpretation or alleged violations of the provisions of the Agreement, shall be handled in the following manner:
- 7.03 At the first practicable opportunity, after the alleged grievance has arisen, the Guild, through its Accredited Representatives, shall present the grievance, in writing, to the Company's Representatives. In no event shall the written grievance be presented later than thirty (30) days following the Officer's last day worked in the season of navigation during which the alleged grievance arose.
- 7.04 The written grievance shall set out the nature of the grievance, the section(s) alleged to have been violated and the remedy sought. Either party may, at its discretion and expense, require the Officer(s) concerned to be present and to give evidence, regarding the dispute. Failing resolution of the written grievance within ten (10) days of its receipt by the Company, the grievance may be referred to arbitration within thirty (30) additional days.



- 7.05 The written Grievance Procedure shall be carried out at the Company's Head Office or at such other place as the Guild and Company mutually agree upon, in writing.

## **ARTICLE 8 ARBITRATION**

- 8.01 If the grievance is not satisfactorily concluded within the time set forth in Section 7.03 and 7.04 the grievance arising from the interpretation or alleged violation of the Agreement, may be referred by either party to a Board of Arbitration.
- 8.02 The party desiring to arbitrate and establish an Arbitration Board, under this procedure, shall appoint an Arbitrator and shall notify the other party of the appointment to the Arbitration Board.
- 8.03 The party receiving such notice shall within five (5) days thereafter, appoint an Arbitrator and shall advise the other party of the appointment to the Arbitration Board.
- 8.04 The Company and the Guild shall mutually agree upon the appointment of a third Arbitrator and the third arbitrator shall act as Chairman of the Arbitration Board. Should the parties fail to agree on the appointment of the third Arbitrator within a period of seven (7) days after the appointment of the last arbitrator, the parties shall request the Federal Minister of Labour to appoint an independent Chairman.
- 8.05 The Arbitration Board shall meet at the Company's Head Office or such other place as the Guild and the Company agree upon, in writing, within ten (10) days from the date of the appointment of the Chairman for the purpose of hearing the grievance. A written record of the grievance previously submitted and the resultant

decision shall be presented to the Arbitration Board. The Board's decision shall be confined to determining the issues therein set out.

- 8.06 The Arbitration Board shall sit, hear the parties and endeavour to make its award within seven (7) days from the close of the hearings. The Arbitration Board shall deliver its award, in writing, to each party and the award of the majority shall be the award of the Arbitration Board. The award shall be final and binding on the parties to the Arbitration and they shall carry out the award forthwith.
- 8.07 The Company and the Guild shall respectively assume any expenses incurred in connection with the preparation and presentation of their own case, including fees and expenses of their witnesses and/or the fees and expenses of their appointment to the Arbitration Board. Any expense in connection with the appointment of the Chairman shall be equally divided between the Company and the Guild.
- 8.08 The Arbitration Board shall have the power to determine whether a particular issue is arbitrable but shall not have the power to alter any terms of the Agreement, nor to substitute new provisions for existing provisions, nor to give any decision which is inconsistent with the terms of this Agreement.
- 8.09 Time frames, mentioned herein, may be extended by mutual agreement between the Company and the Guild, however, in the event that either party fails to proceed with the time frames set out or otherwise mutually agreed to, the grievance will be deemed to have been abandoned.

## **ARTICLE 9 DISCHARGE**

- 9.01 In the event that an Officer is discharged for cause, the Company shall inform the Guild promptly in writing of the Officer's discharge and such discharge may be made a subject of grievance provided the presentation of the grievance is made in accordance with Article 7, with the exception that the grievance must be presented within ten (10) days after the discharge.
- 9.02 If the grievance should be settled in the Officer's favour, he/she shall be reinstated and paid his/her regular salary for the time lost, since the date of his/her discharge, less any monies earned by the Officer during such period. Upon reinstatement, there shall be deemed to have been no break in such Officer's continuous service.

## **ARTICLE 10 SECURITY**

- 10.01 The Company, Guild and all Officers agree that operations involving each Vessel and the Vessel's crew shall be in compliance with the requirements of the Federal Government, the Government of the Northwest Territories and the Canada Shipping Act.
- 10.02 Officers shall comply with Company policy and direction. Company manuals will be made accessible to Officers. Such Company regulations shall not conflict with any provision of the Canada Shipping Act or the Collective Agreement.
- 10.03 No alcohol, non-prescribed drugs, or firearms, shall be possessed or consumed by an employee while working and/or travelling for or on behalf of the Company. This provision shall not apply while travelling on commercial

carriers or while staying in commercial accommodation. While travelling on Company or client aircraft all Officers may be submitted to searches of their person and baggage by Company and/or client personnel.

- 10.04 When working under this Agreement, the Officer agrees that he shall not supply or disclose, either during the course of this Agreement or at any time thereafter, whether verbally or in writing, to any person(s), firm(s), or corporation(s) all or part(s) of any information or knowledge which he/she learns concerning the Company client or the client's affiliates including, without intending to limit the generality of the foregoing, any information or data concerning the drilling operations of the clients.
- 10.05 The Guild and the Company agree to fully comply with the Canada Shipping Act and the Canada Labour Code with particular reference to Part II, Occupational Safety and Health Regulations.

## **ARTICLE 11 MANAGEMENT RIGHTS**

- 11.01 The Guild recognizes the right of the Company to manage and direct the Company's business in all respects in accordance with its commitments and responsibilities, and to make and alter from time to time rules and regulations to be observed by Officers, which rules and regulations shall be subject to the provisions of this Collective Agreement.

## **ARTICLE 12 HEALTH AND SAFETY**

### **Preamble**

- 12.01 (a) The Company agrees to take reasonably appropriate measures as deemed necessary with a view to ensuring that employees, during their course of employment, work in a safe and healthy environment.
- (b) The Company and the Guild agree to encourage the Officers to work in a safe manner and the Officers shall observe the safety and health rules and practices established by the Company, Canada Shipping Act, or Labour Canada from time to time, as a measure of protection for themselves and others. Officers failing to abide by safety rules and regulations may be subject to disciplinary action and/or dismissal.

### **Joint Union Health and Safety Committee**

- 12.02 A Joint Union and Company Health and Safety Committee shall be established for all vessels each season. The purpose of the Committee shall be to promote safe, healthy working conditions, practices and procedures.

### **Special Examinations/ Safety and Health Representative**

- 12.03 (a) The Company agrees to conduct appropriate tests of employees and of the work environment including noise level readings as deemed necessary by the Company and/or Labour Canada with a view to ensuring a safe work environment.
- (b) Each vessel will have a designated Safety and Health Representative who will exercise the functions under the Canada Labour Code. The Safety and Health Representative shall be the Chief Engineer.

(c) Asbestos control issues will be referred to the Health and Safety Committee.

### **Medical Examinations**

12.04 (a) Where the Company requires an Officer to undergo a specific medical, hearing, or visual examination by a designated qualified practitioner, the examination will be conducted at no expense to the Officer.

(b) Results of all specific medical, hearing, or visual examinations will be made available to Officer upon request.

(c) Officers shall authorize that requested specific medical, hearing, or visual examination information be supplied to the Company.

(d) Officers shall not refuse to take such specific medical, hearing, or visual examinations.

(e) When an Officer is deemed not to be medically fit to perform his/her duties by a doctor, to which the Officer was referred by the Company, the Officer before he/she is released or goes on disability or sick leave shall be given the opportunity of being examined by his/her doctor at his/her expense. Should the opinions of these doctors conflict, the Company and the Guild shall arrange for a third medical opinion. The cost of the third opinion shall be shared equally by the Company and the Officer.

### **Emergency Duties**

12.05 Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of other vessels, lives or cargos, shall be performed at any time on immediate call by all Officers, notwithstanding any provision of this Agreement which might be construed to the contrary. In no event shall overtime or cargo time be paid for work performed in connection with such

emergency duties. The determination of an emergency situation will be at the discretion of the Master.

- 12.06 Officers shall not claim salvage on a Company vessel which has come into mishap.

#### Drills

- 12.07 Lifeboat and other emergency drills shall be held as required by regulations under the direction of the Master.

#### Reporting of Accidents

- 12.08 Officers will as soon as is practicable report to their immediate or designated supervisor all personal injury, accidents, and/or damage to Company and customer equipment, vehicles, cargo, and facilities.
- 12.09 Officers shall complete and present to their Supervisor a Workers' Compensation Accident Report or other required Accident Reports within twenty-four (24) hours of the time of the accident.

#### Safety Items

- 12.10 Officers must wear hard hats, safety footwear, hearing protection and life jackets in designated areas.
- 12.11 Officers shall not enter fuel tanks, water tanks, etc., without proper safety precautions being taken as required by Safety Rules and Regulations.

#### Marine Disaster and Mishap

- 12.12 Any Officer, who, while in the employment of the Company, suffers loss of clothing and personal effects through marine disaster, vessel disaster or mishap, shall be compensated by the payment of up to One Thousand Two Hundred and Fifty Dollars (\$1,250.00), according to the loss sustained. In special cases involving the loss of tools, navigational equipment, additional compensation of up to One Thousand Two Hundred and Fifty Dollars (\$1,250.00) will be

considered. A list of tools, equipment or significant monetary valued clothing or personal effects brought aboard must be supplied to the Company prior to sailing.

- 12.13 Any Officer, who, while in the employment of the Company, is required by necessity to ship tools and/or personal effects on non-insurable carriers, suffers loss of such tools and/or personal effects, shall be compensated by the payment of up to Seven Hundred Dollars (\$700.00), according to the loss sustained upon submitting a letter from the carrier. The list referred to in 12.12 also applies for this clause.
- 12.14 The Company will provide all tools necessary for the maintenance of the vessel's equipment prior to commencement of the fitting out program. Opening and closing inventories shall be maintained.

### **ARTICLE 13 PERMANENT EMPLOYEES**

- 13.01 An Officer shall be deemed to be a permanent employee of the Company upon being recalled for a second consecutive operational season, provided that the Officer has met the commitment of the Company the previous navigational season and the duration of that commitment was a minimum of One hundred and twenty (120) days. Notwithstanding the above, an Officer attaining 120 days total in two seasons will attain permanent status that season and will be entitled to the permanency provisions of the Collective Agreement at the commencement of the following season.



## **ARTICLE 14 SENIORITY**

- 14.01 The Company shall maintain seniority lists for all Licensed Officers, showing the Officers present classification together with the Officers Service Seniority and Category Seniority.
- 14.02 (a) A copy of the up-to-date seniority list will be provided to the Guild office and two (2) copies provided to each vessel at the commencement of the season. One copy shall be posted on the vessel's notice board with the second copy retained by the Master.
- (b) The employer shall provide bulletin boards for Guild information purposes in the following locations:
- i. each messroom and staff room on both ship and shore;
  - ii. other strategic locations as agreed to by the parties.
  - iii. it is to be understood that the bulletin board space shall not be for the sole use of the Guild.
- 14.03 An Officer upon attaining permanent status shall be placed on the first prepared seniority list and shall be credited with service since the date of commencement of employment. Seniority will be accumulated as per Article 14.05.
- 14.04 Seniority lists shall indicate the seasonal accumulation of service with the Company in each of the Licensed Officer categories (e.g. Master, Mate, 2nd Mate, Engineer and 2nd Engineer).
- When an Officer is on a leave of absence from the Company, the seniority list shall reflect his status as such, and his seniority shall be frozen until such time as he returns to full time employment with the Company the following year.

- 14.05 There shall be two (2) kinds of Seniority:
- a) Service Seniority — being the length of service with the Company (as an Officer).  
An Officer shall accrue Service Seniority from the date upon which he/she commenced as a regular Officer of the Company.
  - b) Category Seniority — being the length of service with the Company in a specified category of Officer — i.e. Master, Mate, Engineer.
- 14.06 An Officer shall accrue Category Seniority as an Officer to a position within the categories defined in the Schedule "A".
- 14.07 An Officer will simultaneously accrue Category Seniority for his/her specific category and for categories of lesser rank for which he/she is qualified.
- 14.08 a) An Officer noting any discrepancies in his seniority for the previous season may forward to the Manager Marine Operations or Manager Marine Maintenance within two (2) months of annual issue of the seniority list a written statement outlining the noted discrepancies. The list shall be issued on May 16th each season. The Manager shall review the report and advise the Officer within one (1) month of receipt of the Officer's report. Any discrepancies not resolved in this manner may be subject to the grievance procedure.
- b) Where an Officer's seniority is not amended following expiry of the grievance he/she may not again grieve his past seniority.
- 14.09 In the case of lay-off or recall Service Seniority shall be the determining factor subject to qualifications, experience, performance and ability to do the job. Realignment of positions due to lay-offs shall be by category seniority, qualifications, experience, performance and ability to do the job.

14.10 An Officer who has been laid off will retain his seniority and the right to be recalled for a period up to twenty (20) months from date of lay-off, provided he reports to the Company when recalled, unless on operational season lay-off, provided he reports to the Company when recalled, and further provided, that should payment of severance pay under Article 25 be made after the expiration of the twelfth (12th) month of lay-off, all rights including seniority and recall shall be at an end.

It is understood that an Officer is not entitled to any severance pay until twelve (12) months of lay-off has occurred. An Officer who is given reasonable notice and fails to report for work upon recall is subject to discharge from service.

14.11 In promotions, first consideration will be given to existing Licensed Officers subject to ability, performance, qualifications and experience. Where ability, performance, qualifications and experience are acceptable and are equal in the judgment of the Company between two (2) or more Officers, preference shall be given first to the Officer with the greatest category seniority followed by total service seniority.

14.12 In the event that mechanization and technological changes should necessitate or bring about a reduction in personnel, the Company agrees to follow to the utmost extent practicable the principle of retaining Officers with the greatest seniority.

14.13 A Permanent Employee who is off due to a work related injury or illness which is supported with medical documentation, shall continue to receive seniority credit from date of injury or illness to the date the vessel to which he/she was assigned is laid-up that season. The total seniority at that point shall be used for purpose of recall the next season.

- 14.14 An Officer shall forfeit all seniority when he/she:
- a) is discharged for cause
  - b) self terminates his/her employment
  - c) is laid off and is not recalled to service within twenty (20) month period from date of lay-off at the conclusion of his/her season
  - d) receives severance payment as per 14.10
  - e) fails to report for work as required by the provisions of the Collective Agreement.

## **ARTICLE 15 HOURS OF WORK**

- 15.01 The Company and the Guild subscribe to the principle of the eight (8) hour day, but in recognition of the impracticality of operating on such basis in the Mackenzie River Watershed Area or in the Arctic, agree that a twelve (12) hour day shall be worked throughout the Navigation Season.

### **Yarding Vessels**

- 15.02 a) The term yarding vessel shall mean Vessels where Officers work on daily shifts of twelve (12) consecutive hours, inclusive of meal breaks for those Officers confined to the Vessel and exclusive of meal breaks for those Officers who are not confined to the Vessels.
- b) A day will be defined as from 00:01 to 24:00.

**ARTICLE 16**  
**EMPLOYMENT PERIODS**

- 16.01 Contracts for Permanent employees will commence as of May 16th and terminate 158 days later on October 20th, each navigation season.
- 16.02 In the event a vessel is required to sail prior to May 16th, the daily rate shall apply for a twelve (12) hour day until May 16th, at which time the seasons contract will commence.
- 16.03 In the event a vessel is required to sail after October 20th, Officers shall receive one and one half (1 1/2) times the applicable daily rate of pay for each twelve (12) hour day worked.
- 16.04 In the event an Officer is required to work after October 20th, Officers shall receive one and one half (1 1/2) times the applicable daily rate of pay for each twelve (12) hour day worked.

**ARTICLE 17**  
**FITTING OUT**

- 17.01 Officers required to report to work prior to May 16th, will be paid fitting out rates as outlined in Schedule " A and shall work an eight (8) hour day.
- 17.02 Any fitting out work performed in excess of eight (8) hours per day shall be paid for at time and one half (1 1/2) the applicable hourly fitting out rate.
- 17.03 During fitting out when Officers are required to work on Saturdays, Sundays or Statutory Holidays shall receive two (2) times the applicable hourly fitting out rate.

**ARTICLE 18**  
**PAY ADMINISTRATION**

**Schedule of Salaries**

- 18.01 The appropriate salary rates contained in the Schedule of Salaries set forth in Schedule "A" hereto, shall be maintained throughout the life of this Agreement.

**Terminating and Replacement Officers**

- 18.02 Any Officer terminating prior to the conclusion of the season will receive payments based on the formula: total salary divided by 158 times days worked. Any new Officer or Officer replacement shall be paid by this formula.

**Bank Deposit System**

- 18.03 It is agreed that the Company will continue administering a Bank Deposit System for all Licensed Officers. Each Officer must participate in the program and will be required to fill out the Company's Bank Deposit Form at commencement of employment each season.

**Sailing Shorthanded**

- 18.04 In the event of any vessel sailing without the full complement of Officers for a specific Department for a period of more than five (5) days, the Junior Officer of the Department shall be considered to be the missing Officer and the daily rate which would otherwise have been paid to this Officer shall be paid to the crew members of the particular Department affected until such time as the Vessel's crew is completed. In the event the period exceeds five (5) days the division of monies as outlined shall apply from the first day of sailing shorthanded.

Notwithstanding the above, where a vessel sails shorthanded for operational reasons, other than an

officer leaving any vessel for personal reasons, including any leave, mid-season break, illness or accident, the division of monies as outlined shall apply from first day of sailing shorthanded.

### **Statutory Holidays**

- 18.05 All pay and leave earned for Statutory Holidays shall be shown as separate items on payroll statements.

## **ARTICLE 19 DUTIES/EDP**

- 19.01 The duties of a Deck Officer shall be primarily those of a Navigating Officer and working Supervisor of Unlicensed crew members. A Deck Officer shall not be required to perform the work of an Unlicensed crew member.
- 19.02 The prime responsibility of an Engineer is to operate and maintain the engine room equipment and to maintain other mechanical equipment on the Vessel.
- 19.03 Engineers called to work off the Vessel to repair or maintain other than the Vessels mechanical equipment (ship's work boat excluded) shall be paid at the applicable cargo rate as per Schedule "A" in addition to his/her regular pay.
- 19.04 a) All Officers shall receive Extra Duty Pay (EDP) as per Schedule "A". It is understood that the Extra Duty Pay is calculated on the basis of one (1) hour per day during the 158 day contract period for all Officers.
- b) The calculation of the EDP shall be based on the following formula:

$$\frac{\text{BASIC SALARY}}{158 \text{ days}} = \text{DAILY RATE}$$

DAILY RATE = DOLLAR FIGURE (\$) AMOUNT  
12 hours

\$ Figure Amount x 158 days = E.D.P. amount.

- 19.05 Masters of all vessels where no Second Mate is carried, and all Mates, shall be paid the applicable cargo rate, as per Schedule "A" ,while they supervise cargo work.
- 19.06 For Cargo time performed on watch, the Officer shall receive in addition to his/her daily rate of pay, the regular hourly cargo rate. Any cargo work performed off watch will be paid for at time and one-half (1 1/2) the regular hourly cargo rate for all hours up to and including twelve (12) hours per day and double (2x) the regular hourly cargo rate thereafter. Cargo time shall be accumulated and paid as per the provisions of Article 19.08.
- 19.07 Trained mates and second mates who have demonstrated proficiency in anchor handling responsibilities aboard the M.V. Frank Broderick shall receive anchor handling time at the rates shown in Schedule "A" .The Master shall determine the proficiency level. Such anchor handling time shall be accumulated and paid as per the provisions of Article 19.08.
- 19.08 Compensation for work performed at cargo rate and overtime, where applicable, will be accumulated. Where the accumulated amount of cargo time and overtime earnings exceeds the applicable annual E.D.P., such excess amount will be paid the following month. (refer to example on Schedule B).
- 19.09 The Company agrees that the Officers will not be requested to work cargo or drive forklifts.
- 19.10 Officers assigned to Yarding Vessels shall not receive E.D.P.
- 19.11 Cargo time shall not apply when safety of life at sea is involved.



**ARTICLE 20**  
**TRANSPORTATION AND TRAVEL TIME**

- 20.01 The Company agrees that all Licensed Officers who have served the Company continuously from time of fit out to completion of lay-up, excepting only periods of justifiable absence from duty, shall receive economy air transportation to and from port of fitting out and lay-up of vessel to the airport nearest their place of residence. The amount of transportation provided shall not exceed that supplied when first hired.
- 20.02 Officers except those hired at point of embarkation in the North shall receive two (2) days pay while travelling to and from port of fitting out and lay-up of vessel (i.e. eight (8) hours straight time pay at the applicable fitting out rate going to vessel at commencement of the season and eight (8) hours straight time pay at the applicable fitting out rate returning from the vessel at the conclusion of the season). Such pay shall not apply for travel during the one hundred and fifty-eight (158) day contract period.
- 20.03 Officers shall perform duties as required on their reporting date. If travel pay applies, it shall apply to the day prior to arrival. Officers required to work on their day of departure, after October 20th, shall be paid for the hours worked that day at the fit out rate unless still on Articles.
- 20.04 Officers who commence work after fit out and complete the remainder of the season shall be covered by the provisions of the above Articles.
- 20.05 An Officer who wishes to travel in his/her own vehicle shall receive the lesser of the company mileage rate for the distance travelled or the equivalent cost of economy air transportation. Officers travelling from beyond Edmonton shall receive up to seventy dollars (\$70.00) (seventy-five dollars (\$75.00) after November

- 1,1992) in lieu of meals and accommodation, if incurred. Claims can be made by attaching required receipts to a Company Expense Form and submitting to the Manager Marine Operations. Officers providing their own transportation shall receive pay as per the provisions of Articles 20.02 and 20.03, as applicable, and shall arrive on their reporting date at a time not later than if available air transportation had been taken.
- 20.06 Officers shall be reimbursed for reasonable accommodation, meal and ground transportation expenses in Edmonton or in Winnipeg in the case Officers assigned to the Keewatin, and similar expenses incurred en-route to the vessel from Edmonton or Winnipeg. In addition, the Company will reimburse the employee for ground transportation from the airport nearest to his/her residence and vice versa, up to a maximum of thirty-five (\$35.00) each way. Alternatively, an Officer driving his own vehicle or taking other transportation to and from the airport nearest his/her home may claim car mileage as per the Company car mileage rate for actual distance travelled to a maximum of thirty-five (\$35.00). To claim these expenses, proper receipts must be attached to the Company Expense Form where applicable and submitted to the Manager Marine Operations or Manager Marine Maintenance immediately after the travel is completed.
- 20.07 Officers who are discharged for cause or self terminate their employment prior to the completion of the season shall not receive travel pay and shall be deducted all associated travel costs.
- 20.08 Officers hired at point of embarkation in the North shall not receive transportation assistance or travel pay.
- 20.09 Officers travelling on Mid-Season Break shall receive transportation, meals and ground transportation as provided in this Article. Officers failing to return from

Mid-Season Break will have associated travel costs deducted and employment terminated.

- 20.10 Officers who fail to report to their vessel on time, through their own negligence, may be subject to disciplinary action and/or be required to pay for the additional associated travel costs incurred in getting to the vessel. Pay other than travel pay shall commence on their first regular watch upon reaching the vessel.

## **ARTICLE 21 MID SEASON BREAK**

- 21.01 Each Officer on Vessels operating out of Fort McMurray on the Athabasca, Hay River on the Mackenzie System and Churchill in Hudson's Bay (with the exception of yarding boats in Hay River and Fort McMurray) will be entitled to an optional Mid-Season Break of eighteen (18) days provided the Officer meets the provisions of Article 13.01.
- 21.02 It is understood, if this option is taken, it will be in lieu of the vacation entitlement under Article 22 to a maximum of six percent (6%). If due to operational considerations less than eighteen (18) days are taken, it is understood that vacation pay entitlement will be pro-rated.
- 21.03 The Company reserves the right in consultation with the Officer to schedule such Mid-Season Break to their convenience due to the operational considerations and subject to the limitations in the number that can be rotated as a relief crew.
- 21.04 Each Officer must forward his/her request for such leave in conjunction with the requirements of Article 34.02.
- 21.05 An Officer who fails to return for other than compassionate reasons from his/her Mid-Season Break

shall have his/her transportation costs and expenses deducted from his/her final pay.

## **ARTICLE 22 VACATION PAY**

- 22.01 In addition to the rates of pay referred to in Schedule "A, Officers shall receive vacation pay, computed on the basis of annual gross earnings at the following rates:
- a) Four percent (4%) of gross wages for the first two (2) seasons of service.
  - b) Six percent (6%) of gross wages for the third (3rd) and fourth (4th) seasons of service.
  - c) Eight percent (8%) of gross wages for the fifth (5th) and subsequent seasons up to and including the tenth (10th) season of service.
  - d) Ten percent (10%) of gross wages for the eleventh (11th) and subsequent seasons of service up to and including the twenty-fourth (24th) season of service.
  - e) Twelve percent (12%) of gross wages for the twenty-fifth (25th) and subsequent seasons of service. (twenty-second (22nd) season after November 1, 1992)
- 22.02 An Officer attaining permanent status with the Company shall receive one (1) season vacation pay credit for the prior One Hundred and Twenty (120) day accumulated period.

## **ARTICLE 23 LEAVE OF ABSENCE**

- 23.01 The Company agrees to provide Leave of Absence, without pay, for any officer elected or appointed to a

Guild Office, for a service of up to three (3) years, provided the application for such leave is made prior to January 15 of the year in which the leave is to commence and provided that such Leave of Absence shall commence either prior to May 1st or subsequent to October 31st of each calendar year. Such Leave of Absence shall not terminate between the dates of May 1st and October 31st in any year.

- 23.02 Further Leave of Absence, without pay, may be granted by mutual consent. Any officer, who obtains such Leave of Absence shall return to the Company, within thirty (30) calendar days after the completion of this term of employment with the Guild.
- 23.03 An Officer who takes employment ashore with the Company or is appointed to Guild Office, shall be allowed the privileges contained in Section 23.01 and shall accumulate seniority during the period of such Leave of Absence. However, seniority shall not accumulate during successive Leaves of Absence.
- 23.04 When an Officer on a Leave of Absence, takes employment with a competitive company, he/she shall be deemed to have terminated his/her employment with the Company and lose all seniority. Seniority shall not be lost during short term Compassionate Leave granted by the Company.
- 23.05 A Leave of Absence for a season may be allowed an Officer after a period of three (3) consecutive seasons of employment with the Company, providing the Company is notified of his/her intention by January 31st of the year in which the leave is to commence. On returning to work for the Company the following season after a Leave of Absence, the Officer's Seniority shall read as a continuation from the last season that he/she worked. Such Leave of Absence may be renewed every three (3) years upon application.

23.06 Any Canadian Merchant Service Guild member employed by NTCL that is nominated to a position of either engine room or deck area representative, may be allotted time off, subject to operational considerations, to attend the annual Guild Convention with no loss of wages or days taken away from mid-season break. Maximum of seven (7) days allowed.

Requests for time off must be made in writing by March 31st.

No more than one Officer from each department shall be granted a leave of absence in accordance with this article in any calendar year.

## **ARTICLE 24 COMPASSIONATE LEAVE**

24.01 For the purpose of this Article, "Immediate family" means, in respect of an employee:

(a) the spouse of the employee, including a common law spouse;

(b) the father and mother of the employee and the spouse of the father or mother, including a common law spouse;

(c) the children of the employee;

(d) the brothers and sisters of the employee;

(e) the father-in-law and mother-in-law of the employee and the spouse of the father-in-law and mother-in-law, including a common law spouse; and

(f) any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

24.02 Compassionate Leave, with pay, shall be granted to an Officer who is required to be absent from work due to

the death or serious illness of an immediate family member or due to serious domestic affairs of the Officer.

- 24.03 Compassionate Leave shall be up to one (1) week after the Officer's arrival in Edmonton and in the case of the Keewatin, one (1) week from his/her arrival in Winnipeg. Officers required to attend to such matters in the Northwest Territories shall receive one (1) week from departure from his/her vessel. Consideration will be given for extra days (over 1 week) at no pay depending on individual circumstances.
- 24.04 Officers on Compassionate Leave within Canada, shall be provided with economy air fare to Edmonton or in the case of the Keewatin, to Winnipeg. Should the Officer not return from Compassionate Leave the air fare will be deducted from his/her final cheque.
- 24.05 Officers shall furnish proof to the Company upon request.

## ARTICLE 25 SEVERANCE PAY

- 25.01 In the event the Company terminates the employment of a permanent Officer except where the termination is by way of dismissal for just cause, the Company shall pay to the Officer the lesser of:
- (a) Five (5) days wages at his/her basic rate of wages for his/her regular days of work in respect of each completed season of employment.
  - (b) Sixty (60) days wages at his/her regular hours of work.
  - (c) An Officer retiring from the Company shall be eligible to receive severance pay on the following basis:  
**Two and a half (2 1/2) days pay at the daily basic rate**

of pay for each consecutive season worked up to a maximum of thirty (30) days.

- 25.02 Circumstances deemed to be termination and deemed not to be termination for purposes of this clause:
- a) Except where otherwise provided by regulations, an Officer shall be deemed to have been terminated when he/she is permanently laid off.

## **ARTICLE 26 EDUCATION AND UPGRADING**

- 26.01 An Officer who is a permanent employee, upon request, will be given assistance for an upgrading course in accordance with the following conditions:
- a) An Officer requesting assistance for upgrading courses, must first advise his/her Department Head, in writing of his/her intent to take such courses. The request for assistance must include the specific courses to be taken, dates, training school location and itemized estimated costs for course fees, required classroom textbooks and examination fees.
  - b) The Department Head will consider the requests and will advise the Officer, in writing, with a copy to the Human Resources Department, as to whether the request for assistance has been approved.
  - c) The Company shall have the discretion as to the courses to be approved, the priority of attendance and the number of Officers who may take the courses during the off season.
  - d) Upon successful completion of the course, the Officer must forward, to the Human Resources Department, the original receipts for the course fees, required classroom textbooks and examination fees. A document



which reflects the successfully completed courses must also be submitted at this time.

- 26.02 Required classroom textbooks, referred to above, is limited to the actual textbooks required in the course and does not include other textbooks or articles which would be considered "suggested reading".
- 26.03 Reimbursement for the approved course fees, required classroom textbooks and examination fees for successfully completed courses shall be made upon the completion of the operating season following the date of said examinations.
- 26.04 It shall be the responsibility of the Officer to make application and register at the school and the Company will make representation to the Governmental Department on behalf of the said Officer as may be required.
- 26.05 a) The Company may require the Officer to attend other non-licensing safety and/or training courses or seminars and the Officers, given reasonable notice, may make themselves available to attend such courses or seminars.
- b) The Company when scheduling such safety and/or training courses or seminars shall bear the costs including transportation, reasonable expenses, tuition fees, books and examination fees. Officers who are required by the Company to attend such courses will receive pay at the last applicable fitting-out rate to a maximum of eight (8) hours per day for each full day the Officer is in attendance at the course or seminar. Payment is only applicable before May 16th and after October 20th.

**ARTICLE 27**  
**VESSEL CLASSIFICATION**

- 27.01 Subject to Article 2.02, any vessel or vessels added to the fleet or repowered will be classified on the basis of horsepower, certificate requirements and area of operation, by a committee of **the** Company and the Guild.

**ARTICLE 28**  
**MANNING**

- 28.01 The Officer positions as listed in the attached wage schedule shall be the minimum Officer requirement, unless otherwise mutually agreed by the Company and the Guild and subject to Article 14.12.
- 28.02 Vessels changed to yarding vessels may have their manning changed, by mutual agreement.

**ARTICLE 29**  
**LEGAL DEFENCE INSURANCE**

- 29.01 The Company shall remit to the Guild, Ten Dollars (\$10.00) per month per Officer for the purpose of providing Legal Defence Insurance during the life of the Officer's contract (six (6) months). Such remittance shall be based on the manning requirements as per Schedule "A".

**ARTICLE 30**  
**PROTECTIVE CLOTHING**

- 30.01 Upon the request of the Officer, the Company will provide rain jackets and pants.

- 30.02 The Company shall provide each Officer with two (2) sets of coveralls upon reporting for duty. In the event an Officer terminates employment prior to working sixty (60) continuous days, the cost of such coveralls will be deducted from the Officer.
- 30.03 Upon the request of a permanent Officer, the Company will reimburse the Officer seventy-five percent (75%) of the cost of a U-VIC jacket, or reimburse up to one hundred dollars (\$100.00) for insulated coveralls upon the Officer submitting an invoice of purchase through the Company's expense reporting procedure. Such U-VIC jackets or insulated coveralls, may be renewed after three (3) years, at the Officer's request.
- 30.04 The Company shall reimburse Officers eighty dollars (\$80.00) for the purchase of CSA approved safety footwear. The Company may designate the type of appropriate CSA approved footwear. This allowance will be applicable to one (1) pair of safety footwear per season and can be obtained by verifying the CSA approval and submitting to the Manager Marine Operations or Manager Marine Maintenance an original invoice of purchase attached to a Company expense report. Should an employee terminate or is dismissed prior to working sixty (60) continuous days, the footwear allowance received will be deducted from the officer.
- 30.05 The Company shall supply one (1) hard hat each operating season to Officers required to wear them. Hard hats shall be turned in at the conclusion of the season or upon termination of employment. If not turned in the employee may be deducted for the cost of the hard hat.
- 30.06 The Company shall supply two (2) sets of floater coveralls to each vessel. Four (4) sets of floater coveralls shall be supplied to the larger tugs. Floater coveralls shall be part of vessels safety equipment and used as directed by the Master.

- 30.07 Working gloves will be provided to all Officers by the Company. Worn out gloves to be turned in before new ones issued.

**ARTICLE 31  
LINEN AND BLANKETS**

- 31.01 Each Officer shall be supplied with clean blankets, linen and towels at the beginning of each Navigation Season. Linen and towels shall be changed every week where practicable. Each Officer shall have blankets cleaned or replaced every three (3) months where practicable.

**ARTICLE 32  
T.V./VIDEO/NEWSPAPERS**

- 32.01 All live aboard vessels shall be supplied with a T.V., video player and video cassettes. Newspapers and magazines shall be supplied to these vessels as is operationally feasible.

**ARTICLE 33  
DENTAL PLAN**

- 33.01 The Alberta Blue Cross Dental Plan premiums shall be 50% paid by the Company and the Plan shall incorporate the following features:
- Basic Dental Services — 100% co-insurance
  - Optional Dental Services — 70% co-insurance

## **ARTICLE 34 EMPLOYMENT NOTICE**

- 34.01 Officers shall keep the Company's Human Resources Department advised at all times of his/her current address, phone number and changes in status.
- 34.02 Each Officer, who in the previous calendar year, has served or has been deemed to have served until the close of the navigation season, shall advise the Human Resources Department, in writing between January 1<sup>st</sup> and January 31<sup>st</sup> of each year, as to whether or not he/she will be available for employment during the next following season of navigation and whether he/she is requesting a Mid-Season Break. Officers confirming availability for employment may also request consideration for a change in vessel assignment.
- 34.03 The Company shall reply to Officers, with a copy to the Guild, stating whether or not employment can be offered, by March 31<sup>st</sup>, and at the earliest, practicable opportunity thereafter, the Company shall provide the Officers concerned with the employment particulars.
- For those Officers that are not offered contract employment, they will be notified by March 31<sup>st</sup> that effective May 16<sup>th</sup>, they will be on operational season lay-off.
- 34.04 An Officer who fails to carry out the provisions of 34.02 may not be recalled to service.
- 34.05 The Company shall advise Officers who are not eligible for rehire by February 15<sup>th</sup> of each year. Officers who were discharged for cause or who self terminated their employment will not be eligible for rehire.
- 34.06 If contract employment is not available to a permanent employee, that employee will be on operational season lay-off effective May 16 until October 20, when the normal season lay-off will commence. If during this

period, the Officer has not elected severance under the terms of Article 25, he shall be eligible for contract employment rehire the following season without loss of previous seniority.

An Officer on operational season lay-off has the right to refuse any other employment periods offered by the Company, that may become available during the operating season.

Any Officer on operational season lay-off that accepts an employment period offered by the Company will be paid as per the attached Letter of Understanding.

### **ARTICLE 35 TERMINATION**

- 35.01 This Agreement shall be effective from November 1, 1991 and continue **in force until October 31, 1993** and from year to year thereafter unless either party gives notice to the other party of an intent to revise, terminate, or amend this Agreement at any time within two (2) months prior to the expiry date of any subsequent anniversary date of this Agreement.

**ARTICLE 36**  
**MAILING ADDRESSES**

36.01 Any Notice in writing either party desires to give to the other shall be given by registered mail, postage prepaid, addressed as follows:

**TO THE COMPANY:**

NORTHERN TRANSPORTATION COMPANY LTD.

#1000, First Edmonton Place

10665 — Jasper Avenue

Edmonton, Alberta T5J 3Z2

**TO THE GUILD:**

Canadian Merchant Service Guild

Western Branch

230 West Broadway

Vancouver, British Columbia V5Y 1P7

36.02 Any Notice so mailed at Edmonton or Vancouver shall be deemed given as of three (3) days following the next business day after date of mailing. The registration receipt shall establish the date of mailing. Either party shall serve Notice on the other party of any change of address.

SIGNED ON BEHALF OF:  
NORTHERN TRANSPORTATION COMPANY LTD.

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**Murrie K. Hurley**  
Director Human Resources

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**Timothy S. Butler**  
Manager Employee Relations

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**Asbjorn I. Woldmo**  
Director Marine Services

CANADIAN MERCHANT SERVICE **GUILD**

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**Leo M. Gray**  
Secretary/Treasurer

DATED at Vancouver this **4th** day of February, 1992.



## LETTER OF UNDERSTANDING

- between -

**NORTHERN TRANSPORTATION COMPANY LIMITED**  
(hereinafter referred to as "the Company")

- and the -

**CANADIAN MERCHANT SERVICE GUILD**  
(hereinafter referred to as "the Guild")

**Joint Union Health and Safety Committee**

### TERMS OF REFERENCE

- (1) A Joint Union Health and Safety Committee is established to promote safe and healthy working conditions for all CMSG members employed by the Company. It will not deal with matters such as operational safety or public safety. The Committee will consist of the following:
  - a) Four (4) representatives of the Company;
  - b) Two (2) representatives of the Guild;
  - c) Two (2) representatives of the Unlicensed Personnel.
- (2) The Committee shall meet as required or on an urgent basis as a result of an emergency or other special circumstances.
- (3) The notice of meetings as set forth previously shall be sent by the party requesting the meeting.
- (4) The Committee shall keep accurate records of all matters that come before it and shall keep minutes of its meetings and shall make such minutes and records available to all members of the Committee.
- (5) The Committee has the following duties to perform:
  - a) Shall receive, consider and expeditiously dispose of general complaints relating to safety and health of the

employees and/or employer represented by the Committee;

b) Shall maintain records pertaining to the dispositions of complaints relating to the safety and health of the employees and/or employer represented by the Committee;

c) Shall cooperate with any occupational health service established to serve the work place;

d) May establish and promote safety and health programs for the education of the employees represented by the Committee;

e) May develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;

f) Shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;

g) May request from the employer such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, process or equipment owned or operated by the Company.

Signed on behalf of:

CANADIAN MERCHANT SERVICE GUILD

Leo M. Gray

NORTHERN TRANSPORTATION COMPANY LTD.

Murrie K. Hurley

## LETTER OF UNDERSTANDING

- between -

**NORTHERN TRANSPORTATION COMPANY LIMITED**  
(hereinafter referred to as the "Company")

- and the -

**CANADIAN MERCHANT SERVICE GUILD**  
(hereinafter referred to as the "Guild")

It is agreed and understood that effective May 16, 1988, Permanent Officers who were not recalled by their contract commencement date and are subsequently hired later in the season shall be paid as per the following schedule:

<b>Days Worked</b>	<b>Amount of Pay</b>
0 — 58 days	Basic Rate for each day worked (total annual/158 days)
59 — 79 days	1/2 Total Annual Salary
80 — 108 days	1/2 Total Annual Salary + Daily Rate for each day worked over 79 days
Over 108 days	Total Annual Salary

Seniority for such Officers shall accumulate as per days worked and vacation pay will be calculated as per the Collective Agreement.

Provisions of this letter shall not apply to Officers described in Article 18.02 of the Collective Agreement.

Signed on behalf of:

CANADIAN MERCHANT SERVICE GUILD  
Leo M. Gray

NORTHERN TRANSPORTATION COMPANY LTD.  
Murrie K. Hurley

## LETTER OF UNDERSTANDING

- between -

**NORTHERN TRANSPORTATION COMPANY LIMITED**  
(hereinafter referred to as the "Company")

- and the -

**CANADIAN MERCHANT SERVICE GUILD**  
(hereinafter referred to as the "Guild")

This letter will confirm the understanding reached between the Company and the Guild during negotiations in 1990 regarding Permanent Officers' wages when sailing on any of the following vessels:

N.T. Marjory, Pelican Rapids, Radium Miner, Radium Trader, Radium Prospector, The Lister, Horn River, Radium Franklin, Radium Express, and Peace.

It is understood that if a Permanent Officer is requested to sail on any of the above mentioned vessels, his wages will not be reduced from the level applicable to his previous assignment.

Signed on behalf of:

**CANADIAN MERCHANT SERVICE GUILD**

Leo M. Gray

**NORTHERN TRANSPORTATION COMPANY LTD.**

Murrie K. Hurley

**LETTER OF UNDERSTANDING**

**- between -**

**NORTHERN TRANSPORTATION COMPANY LIMITED  
(hereinafter referred to as the "COMPANY")**

**- and the -**

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

Two calendar years after the issue of a warning letter an Officer, upon written request, shall have the letter and any report removed from his personnel file, provided there has been no further infraction of a similar nature within the time period.

Such letter and report shall not be introduced as evidence in the case of promotional opportunities, grievances, and arbitration once it has been removed from the Officer's personnel file.

Signed on behalf of:

CANADIAN MERCHANT SERVICE GUILD

Leo M. Gray

NORTHERN TRANSPORTATION COMPANY LTD.

Murrie K. Hurley

## LETTER OF UNDERSTANDING

- between -

**NORTHERN TRANSPORTATION COMPANY LIMITED**  
(hereinafter referred to as the “**COMPANY**”)

- and **the** -

**CANADIAN MERCHANT SERVICE GUILD**  
(hereinafter referred to as the “**GUILD**”)

Cargo work includes the handling of deck and bulk cargo. Cargo work does not include tying up, letting go, making up tow or repositioning and lashing of ships' cargo handling equipment, i.e. forklifts, ramps and trucks. Nor does it include handling ships' stores (including stores for other Company ships), ships' fuel (including fuel for other Company ships), tarps, pallets, hoses, ships' gear and equipment and lashing of same, changing and splicing of ropes and wires, handling ships' garbage (including garbage of other Company ships), washing down tugs and barges, painting, chipping, sougeeing, or scraping.

Signed on behalf of:

CANADIAN MERCHANT SERVICE GUILD

Leo M. Gray

NORTHERN TRANSPORTATION COMPANY LTD.

Murrie K. Hurley

**NORTHERN TRANSPORTATION COMPANY LIMITED**  
**SCHEDULE "A" — RATES OF PAY EFFECTIVE NOVEMBER 1, 1991**

Vessel	Position	Basic	Daily Basic/158	Stats 11 x Daily	E.D.P.	Total
Angus Sherwood						
Kelly Hall	Master	54,378	344.17	3,786	4,531	62,695
Knut Lang						
Vic Ingraham	Mate	46,530	294.50	3,239	3,877	53,646
Matt Berry						
Jock McNiven	C/Engineer	52,818	334.29	3,677	4,401	60,896
Johnny Hope						
H. Christopherson	2nd Engineer	46,530	294.50	3,239	3,877	53,646
Keewatin						
Frank Broderick	2nd Mate	First or Second Year (See table below)				
	Master	49,902	315.84	3,474	4,158	57,534
Rad. Yellowknife						
Radium Charles	Mate	43,669	276.39	3,040	3,639	50,348
NT Husky						
Arctic Sun	C/Engineer	48,445	306.61	3,373	4,037	55,855
Arctic Kugaluk						
Arctic circle	2nd Engineer	43,669	276.39	3,040	3,639	50,348
	2nd Mate	First or Second Year (See table below)				
NT Marjory	Master	43,254	273.76	3,011	3,604	49,869
Pelican Rapids						
Radium Miner	Mate	38,198	241.76	2,659	3,183	44,040
Radium Trader						
Radium Prospector	C/Engineer	41,951	265.51	2,921	3,496	48,368
	2nd Engineer	38,198	241.76	2,659	3,183	44,040

<b>Vessel</b>	<b>Position</b>	<b>Basic</b>	<b>Daily Basic/158</b>	<b>Stats 11 x Daily</b>	<b>E.D.P.</b>	<b>Total</b>
The Lister	Master	41,951	265.51	2,921	3,496	48,368
	Mate	37,437	236.94	2,606	3,120	43,163
	C/Engineer	40,621	257.10	2,828	3,385	46,834
Horn River	Master	40,713	257.68	2,834	3,393	46,940
	Mate	36,709	232.33	2,556	3,059	42,324
	C/Engineer	39,371	249.18	2,741	3,280	45,392
Radium Franklin	Master	40,713	257.68	2,834	3,393	46,940
	C/Engineer	39,371	249.18	2,741	3,280	45,392
Radium Express	Master	36,712	232.35	2,556	3,059	42,327
	C/Engineer	34,828	220.43	2,425	2,901	40,154
Kakisa	Master	46,984	297.37	3,271	3,915	54,170
Peace	Master	36,497	230.99	2,541	N/A	39,038
<b>ALL SECOND MATES WHERE CARRIED:</b>						
2nd Mate/ 1st Year		38,819	245.69	2,703	3,235	44,757
2nd Mate/ 2nd Year		40,146	254.09	2,795	3,345	46,286



**NORTHERN TRANSPORTATION COMPANY LIMITED**  
**SCHEDULE "A" — RATES OF PAY**  
**EFFECTIVE NOVEMBER 1, 1991**

**Fit-Out Rates Per Hour**

Master	26.06
Mate	24.31
C/Engineer	26.06
2nd Engineer	24.31
2nd Mate	20.19

**Frank Broderick Anchor Handling  
Rates per hour**

Straight Time	10.41
Overtime	31.25

**Cargo Handling Rates Per Hour**

Straight Time	20.84
Overtime	31.25

**NORTHERN TRANSPORTATION COMPANY LIMITED  
SCHEDULE "A" — 1992 RATES OF PAY**

Vessel	Position	Basic	Daily Basic/158	Stats 11 x Daily	E.D.P.	Total
Angus Sherwood						
Kelly Hall	Master	56,009	354.49	3,899	4,667	64,575
Knut Lang						
Vic Ingraham	Mate	47,926	303.33	3,337	3,994	55,257
Matt Berry						
Jock McNiven	C/Engineer	54,403	344.32	3,786	4,534	62,723
Johnny Hope						
H. Christopherson	2nd Engineer	47,926	303.33	3,337	3,994	55,257
Keewatin						
Frank Broderick	2nd Mate	First or Second Year (See table below)				
Rad. Yellowknife	Master	51,399	325.31	3,578	4,283	59,260
Radium Charles	Mate	44,979	284.68	3,131	3,748	51,858
NT Husky						
Arctic Sun	C/Engineer	49,898	315.81	3,474	4,158	57,530
Arctic Kugaluk						
Arctic Circle	2nd Engineer	44,979	284.68	3,131	3,748	51,858
	2nd Mate	First or Second Year (See table below)				
NT Marjory	Master	44,552	281.97	3,102	3,713	51,367
Pelican Rapids						
Radium Miner	Mate	39,344	249.01	2,739	3,279	45,362
Radium Trader						
Radium Prospector	C/Engineer	43,210	273.48	3,008	3,601	49,819
	2nd Engineer	39,344	249.01	2,739	3,279	45,362

Vessel	Position	Basic	Daily Basic/158	Stats 11 x Daily	E.D.P.	Total
The Lister	Master	43,210	273.48	3,008	3,601	49,819
	Mate	38,560	244.05	2,685	3,213	44,458
	C/Engineer	41,840	264.81	2,913	3,487	48,240
Horn River	Master	41,934	265.41	2,919	3,494	48,347
	Mate	37,810	239.31	2,632	3,151	43,593
	C/Engineer	40,552	256.66	2,823	3,379	46,754
Radium Franklin	Master	41,934	265.40	2,919	3,494	48,347
	C/Engineer	40,552	256.66	2,823	3,379	46,754
Radium Express	Master	37,813	239.33	2,633	3,151	43,597
	C/Engineer	35,873	227.04	2,497	2,989	41,359
Kakisa	Master	48,394	306.29	3,369	4,033	55,796
Peace	Master	37,592	237.92	2,617	N/A	40,209
<b>ALL SECOND MATES WHERE CARRIED:</b>						
2nd Mate / 1st Year		39,984	253.06	2,784	3,332	46,100
2nd Mate / 2nd Year		41,350	261.71	2,879	3,446	47,675

**NORTHERN TRANSPORTATION COMPANY LIMITED**  
**SCHEDULE "A" — RATES OF PAY**  
**EFFECTIVE NOVEMBER 1, 1992**

**Fit-Out Rates Per Hour**

Master	26.84
Mate	25.04
C/Engineer	26.84
2nd Engineer	25.04
2nd Mate	20.80

**Frank Broderick Anchor Handling  
Rates per hour**

Straight Time	10.72
Overtime	32.19

**Cargo Handling Rates Per Hour**

Straight Time	21.47
Overtime	32.19

**NORTHERN TRANSPORTATION COMPANY LIMITED  
SCHEDULE "B"**

POSITION: MATE (EFFECTIVE NOVEMBER 1, 1991)

E. D. P. SCALE: ONE HOUR PER DAY

E. D. P. RATE: \$24.54/HOUR    CARGO RATE: **\$20.84/HOUR**    OVERTIME: **\$31.25/HOUR**  
ANNUAL E. D. P.: \$3,877

Month	E. D. P. Hours	E. D. P. Compn. Month	E. D. P. Compn. Accum.	Cargo Hours Worked	Cargo Compn.	O/T Hours Worked	O/T Compn.	Cargo & O/T Compn. Accum.	Excess Above Annual	Due End Month
May	12.00	294.48	294.48	-	-	-	-	-	-	-
June	22.50	552.15	846.63	15	312.60	-	-	312.60	-	-
July	23.25	570.56	1,417.19	30	625.20	-	-	937.80	-	-
August	23.25	570.56	1,987.75	50	1,042.00	10	312.50	2,292.30	-	-
September	22.50	552.15	2,539.90	60	1,250.40	20	625.00	4,167.70	"290.70	290.70
October	15.00	368.10	2,908.00	5	104.20	-	-	4,271.90	394.90	104.20
Total	118.50		2,908.00	160	3,334.40	30	937.50	4,271.90	394.90	

• This accumulated amount of cargo time and overtime earnings exceeds the applicable annual E. D. P. at the end of this month which is prior to the end of the season.

\*\* This amount equals total cargo time (\$4,167.70) minus annual E. D. P. (\$3,877.00) equals **\$290.70**.

End of Season Payment and Reconciliation:

To pay: E. D. P. \$3,877

To pay: Cargo time and O/T in excess - **\$394.90**, less September payment of \$290.70 = **\$104.20**.

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