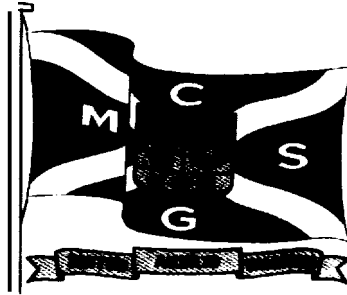


COLLECTIVE AGREEMENT

BETWEEN: Canadian Merchant Service Guild
(*hereinafter referred to as the "Guild"*)



AND: Northern Transportation Company Limited
(*hereinafter referred to as the "Company"*)



Effective Date
November 1, 2005 — October 31, 2010

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COLLECTIVE AGREEMENT

BETWEEN: CANADIAN MERCHANT SERVICE GUILD

Representing:

- Masters,
- Deck, and
- Engineer Officers

(*hereinafter called the "Guild"*)

AND: NORTHERN TRANSPORTATION COMPANY LIMITED

(*hereinafter called 'Company'*)

ARTICLE I — 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 Vessel(s), 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, Hudson Bay, Beauford Sea (including Alaska) and other areas of Canadian Arctic waters. 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 aboriginal 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 Licensed 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 Officers.
 - 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 the Agreement, the Company shall deduct, on a pro-rated 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 Officer'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 a sum of seven hundred dollars (\$700.00) per Officer employed per season, for a minimum of thirty (30) sailing days. This sum shall be for the purpose of maintaining the hall, hiring board, and dispatcher required, except where there is a stoppage of work, slowdown or strike by the Officers.

Notwithstanding the above, in the instance the Company promotes an employee to Officer status or hires an Officer on a temporary basis not exceeding thirty (30) days, a sum of five dollars (\$5.00) per day of employment shall be remitted to the Guild. The overall amount paid per Officer per season will not exceed seven hundred dollars (\$700.00).

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, slow-downs 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 the section — *"A Legal Picket Line is a picket line which as not been declared illegal."*

ARTICLE 7 — GRIEVANCE PROCEDURE

- 7.01** An Officer who feels that he/she has been treated unjustly or considers himself/herself aggrieved, should within ten (10) days or the first practical opportunity first discuss the problem with the Manager Marine Operations or the Manager Marine Maintenance. Failing satisfactory settlement within ten (10) days, the Licensed Officer may present his/her grievance in writing to the Manger Human Resources of his/her delegate within ten (10) days of the response from the Manager Marine Operations or the 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 practical 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 the 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 to Arbitration.
- 8.02** The Parties, by mutual agreement, may appoint a single named industry arbitrator and an alternate.
- 8.03** Where the Parties have not mutually named a single industry arbitrator and an alternate, the Party desiring to arbitrate shall provide the other Party with the name(s) of a recognized arbitrator to hear the matter in dispute. Should the Parties fail to agree on the appointment of an arbitrator, then an application to the Federal Minister of Labour to appoint an arbitrator shall be made by the Party advancing the matter to arbitration.
- 8.04** The arbitrator 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 an arbitrator for the purpose of hearing the grievance. A written record of the grievance previously submitted and the resultant decision shall be presented to the arbitrator. The arbitrator's decision shall be confined to determining the issues therein set out.
- 8.05** The arbitrator shall sit, hear the Parties and endeavor to make his/her award within seven (7) days from the close of the hearings. The Arbitrator shall deliver his/her award, in writing, to each Party. The award shall be final and binding on the Parties to the arbitration and they shall carry out the award forthwith.
- 8.06** 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 of an Arbitrator. Any expenses in connection with the appointment of the Arbitrator shall be equally divided between the Company and the Guild.
- 8.07** The Arbitrator 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 the Agreement.
- 8.08** 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 within the time frames set out or as otherwise mutually agreed, 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, the 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 policies 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**
- a) No alcohol or non-prescribed drugs shall be possessed or consumed by an employee while aboard his/her vessel or other Company work place. Violation of this Article will result in serious disciplinary consequences up to and including termination.
 - b) No firearms shall be possessed by an employee while working and/or traveling for/or on behalf of the Company.
 - c) While traveling 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/she 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 // — MANAGEMENT RIGHTS

- 11.01** The Guild recognizes the right of the Company to manage and direct the Company's business in all respect 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

- 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 Officer to work in a safe manner and the Officers shall observe the safety and health rules and practices established by the Company, the 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.
 - c) It is the duty and responsibility of each Officer to be conversant with all Company manuals, rules and practices, to know the guidelines provided and to act accordingly to those guidelines and in accordance with the provisions of the Canada Shipping Act, United States Regulations and the Labour Canada Regulations.

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** Hearing tests shall be conducted annually by the Company for all permanent Officers arriving prior to June 7. Any permanent Officer arriving after that date shall be reimbursed for a hearing test conducted in his or her home port.
- 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 the 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.
- f) Transport Canada regulations require that all Officers be in possession of a valid and current Transport Canada approved medical certificate. It is required that this certificate be obtained prior to departure from the Officers home port or residence. It is agreed that the Company will reimburse the Officer for the cost of the medical examination (up to one hundred twenty-five dollars [\$125.00]), and the Officer shall provide the Company with a receipt for same.

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 cargoes, 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 lifejackets 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.
- 12.12** Any Officer who, while in the employment of the Company, suffers loss of clothing and personal effects through wreck or marine disaster (ie: fire, collision, grounding, sinking, etc.) shall be compensated by the payment of up to a sum of five thousand dollars (\$5,000.00) for such loss.
- In special cases involving the loss of tools or navigational equipment, additional compensation of up to five thousand dollars (\$5,000.00) will be made.
- A list of tools, equipment and 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 to ship tools and/or personal effects on non-insurable carriers, suffer loss of such tools and/or personal effects, shall be compensated by the payment of up to ten thousand dollars (\$10,000.00) for the loss of such tools and personal effects according to the loss sustained upon submitting a letter from the carrier. A list of said tools and personal effects shall be as identified in Clause 12.12 above.
- 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.
- 12.15** Officers will not be required to fly with a non-insurable carrier. In the extreme circumstances where an Officer has elected not to travel, and thus prevented his/her timely return to the workplace, the Officer will be required to provide, in writing to the Manager, Marine Operations the reason(s) for such delay.

ARTICLE 13 — PERMANENT EMPLOYEES

- 13.01** An Officer shall be deemed to be a permanent employee upon being recalled for a third (3rd) consecutive operation season, providing he has acquired a minimum of one hundred twenty (120) days service in the two (2) immediate preceding operational seasons. For clarification, such an Officer would be entitled to seniority entitlements commensurate with his actual days of prior service, rights to recall, and Health and Welfare Plan coverage in the third (3rd) year of employment. In the event such an Officer was not employed for a full operational season in the third (3rd) year of employment his Health and Welfare Plan coverage would be maintained subsequent to recall, and for the balance of the year on a pro-rated basis, if applicable, and should

the Officer elect to maintain such coverage for the year. Notwithstanding the above, where an Officer acquires the one hundred twenty (120) days service in his first (1st) year of employment with the Company, then all entitlements referenced above as becoming applicable in the third (3rd) year of employment would become applicable in his second consecutive year of employment.

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 Company shall provide bulletin boards for Guild information purposes in the following locations:
 - i) each mess room 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. For clarification, it is understood and agreed that seniority calculations for new Officers attaining permanency status under Article 13.01, and who are considered as regular Officers under 14.05 below, shall be calculated from total accrued service with the Company. The commencement date of employment shall be arbitrarily fixed in accordance with the actual number of days of past employment over the previous two (2) years with the Company, ie: if the Officer had been employed for a total of six (6) months over the course of a two (2) year period, then his seniority would be calculated backwards over the past two (2) seasons a total of one hundred eighty-two point five (182.5) days.
- 14.04** Seniority lists shall indicate the seasonal accumulation of service with the Company in each of the Licensed Officer categories (eg: Master, Mate, 2nd Mate, Engineer and 2nd Engineer).

When an Officer is on leave of absence from the Company, the seniority list shall reflect his/her status as such, and his/her seniority shall be frozen until such time as he/she 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, ie: Master, Mate, Engineer.
- 14.06** An Officer shall accrue Category Seniority as an Officer to a position within the categories defined in 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/her 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/her past seniority.
- 14.09** In the case of layoff 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/her seniority and the right to be recalled for a period up to twenty (20) months from date of layoff, provided he/she reports to the Company when recalled, unless on operational season layoff, and further provided, that should payment of severance pay under Article 25 be made after the expiration of the twelfth (12th) month of layoff, 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 layoff have occurred. An officer who is given reasonable notice and fails to report for work upon recall is subject to discharge from service.

- 14.11** a) 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 judgement 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.
- b) During the operating season, promotions may be subject to operational and travel considerationsto limit time loss and cost of transferring employees during mid-season breaks only.
- 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 intent practicable, the principle of retaining Officers with the greatest seniority.
- 14.13** A permanent Employee who is off due to 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 a twenty (20) month period from date of layoff at the conclusion of his/her season;
 - d) receives severance payment as per Article 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 Vessel.
- b) A day will be defined as from 0001 to 2400 hours.

ARTICLE 16 — EMPLOYMENT PERIODS

- 16.01** Contracts for Officers who became permanent employees after October 31, 1994 will commence as of June 1st and terminate one hundred forty-two (142) days later on October 20th, each navigation season. Officers employed under the one hundred forty-two (142) day contract shall be guaranteed remuneration from the 24th of May until the 31st of May inclusive at the daily rate.
- 16.02** In the event a vessel is required to sail prior to May 16th for Officers employed under a one hundred fifty eight (158) day contract or prior to June 1st for Officers employed under a one hundred forty-two (142) day contract, the daily rate shall apply for a twelve (12) hour day until May 16th or June 1st, as applicable, at which time the season's contract will commence.
- 16.03** In the event a vessel is required to sail after October 20th, Officers shall receive one and one-half (1½) 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 (1½) times the applicable daily rate for each twelve (12) hour day worked.

ARTICLE 17 — FITTING OUT

- 17.01** Officers required to report to work prior to May 16th where the Officer is working under the one hundred fifty-eight (158) day contract prior to June 1st where the Officer is working under the one hundred forty-two (142) day contract 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 (1½) the applicable hourly fitting out rate.
- 17.03** During fitting out when Officers are required to work on Saturday, Sundays or statutory holidays they shall receive two (2) times the applicable hourly fitting out rate.
- 17.04** Refit work carried out onboard any Company operated vessel outside of the operating season will be supervised by, or carried out under the direction of a competent person, ie: the Superintendent or the Manager Marine Maintenance. If the Chief Engineer assigned to that specific vessel at the commencement of the following navigational season is not in attendance for such refit work, the Company shall ensure that a competent person who is familiar with the work done shall confer with the Chief Engineer prior to sailing, advising of any and **all** work and results thereof. In addition, any report(s) generated as a result of said refit work will be proved to such Chief Engineer. Notwithstanding the above, when refit work is being conducted on the main propulsion or steering systems, a Chief Engineer shall be in attendance overseeing and/or assisting with such work. During the normal spring activation, this will be within two (2) weeks of the vessels scheduled

sailing date. For clarification, the systems referred to are the main engine(s), gear box(es), and hydraulic systems.

For clarification, the aforementioned requirements are waived where extenuating circumstances arise which are clearly beyond the Company's control such as unanticipated activation of vessels.

- 17.05** Recognizing the physical limitations of camp facilities the Company will, where operationally practicable, make every reasonable effort to supply single berth accommodations for all Officers during pre-season fit out.

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 Replacing Officers

- 18.02** Any Officers terminating prior to the conclusion of the season will receive payments based on the formula — total salary divided by 158 or 142, whichever is the applicable divisor, times days worked. Any new Officer or Officer replacement shall be paid by the formula using the one hundred forty-two (142) division.

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 the first (1st) 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.

Payroll Statements and Records of Employment

- 18.06** Commencing with the 1998 operating season, the Company shall provide on a monthly basis, on each Officer's payroll statement, a clear and detailed accounting of rates of pay, earnings to date, number of days worked, overtime and EDP accruals, payout and vacation pay entitlements. Records of Employment will be issued within five (5) calendar days from the date of lay-off or within five (5) calendar days from the date of final pay of the operational season is processed, whichever date is applicable. Each payroll statement to be delivered in individual sealed envelopes to the vessel.
- 18.07** A payroll stub legend, outlining the applicable payroll codes, will be given to each member at the beginning of each season and a laminated copy will be placed on the bridge of each operational vessel.

ARTICLE 19 – DUTIES / EXTRA DUTY PAY (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 vessel's 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 one hundred fifty-eight (158) or one hundred forty-two (142) day contract period, which ever is applicable for all Officers.
- The calculation of the EDP shall be based upon the following formula:
- | | | |
|-----------------------------|---|---------------------------|
| Basic Salary | = | Daily Rate |
| | | 158 Days |
| Daily Rate | = | Dollar Figure (\$) Amount |
| | | Twelve (12) Hours |
| \$ Figure Amount x 158 days | = | EDP Amount |
| OR | | |
| \$ Figure Amount x 142 days | = | EDP 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 (1½) the regular hourly cargo rate for all hours up to and including twelve (12) hours per day and double time (2x) the regular hourly cargo rate thereafter. Cargo time shall be accumulated and paid as per the provisions of Article 19.07.
- 19.07** 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 EDP, such excess amount will be paid the following month. (Refer to example on Schedule "B").
- 19.08** The Company agrees that the Officers will not be requested to work cargo or drive forklifts.
- 19.09** Officers assigned to Yarding vessels shall not receive EDP. Notwithstanding the aforementioned, EDP is applicable for the MV Kakisa.
- 19.10** Cargo time shall not apply when safety of life at sea is involved.
- 19.11** Officers shall be compensated on the basis of two hundred dollars (\$200.00) per month for the performance of related water closet sanitary duties. Where Officers share such facilities the monthly allowance will be shared equally amongst such Officers.
It is understood that this compensation will only apply to water closets traditionally utilized by Officers.

ARTICLE 20 — TRANSPORTATION and TRAVEL TIME

- 20.01** The Company agrees that all Licensed Officers who have served the Company continuously from time to fit-out to completion of lay-up, excepting only periods of justifiable absence from duty, shall receive Company paid 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** a) Officers except those hired at point of embarkation in the North shall receive two (2) days pay while traveling to and from port of fitting-out and lay-up of vessel (ie: 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 fifty-eight (158) or one hundred forty-two (142) day contract period, whichever is applicable.

- b) Where an Officer is required to work in Hay River, and there are no mess facilities available, either ashore or on a Company owned vessel, he/she shall be provided with a meal allowance to a maximum of forty dollars (\$40.00) per day; such payment to be payable once every seven (7) days.

- 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 one and one-half times (1½) the fit-out rate.
- 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 via non-air transportation shall receive the equivalent cost of excursion rate air transportation. Officers traveling from beyond Edmonton shall receive up to a maximum of one hundred twenty-five dollars (\$125.00) in lieu of meals and accommodations. Claims can be made by attaching receipts to a Company Expense Form and submitting same to the Manager Marine Operations or the Manager Marine Maintenance. Officers providing their own transportation shall receive pay as per the provisions of Article 20.02 and 20.03, as applicable, and shall arrive on their reporting date at a time no 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 of Officers assigned to the MV 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, to a maximum of sixty dollars (\$60.00) each way. Alternatively, an Officer driving his/her 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 traveled to a maximum of sixty dollars (\$60.00) each way. To claim these expenses, proper receipts must be attached to the Company Expense Form where applicable and submitted to the Manager Marine Operations or the 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 of the North shall not receive transportation assistance or travel pay.
- 20.09** Officers traveling 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 cost incurred in getting to the vessel. Pay other than travel pay shall commence on their first regular watch upon reaching the vessel.
- 20.11** Officers who are requesting the Company to utilize their personnel vehicles to conduct Company business shall be compensated at the applicable Company mileage rate. Claims for such expenses must be made on a Company Expense Report.

ARTICLE 21 — MID-SEASON BREAK

- 21.01** Each Officer on vessels operating out of Hay River on the Mackenzie River System and Churchill Hudson's Bay (with the exception of yarding boats in Hay River) will be entitled to an optional Mid-Season Break of eighteen (18) days inclusive of travel, provided the Officer meets the provision of Article 13.01. The first day of the Mid-Season Break will be the day following completion of the last shift worked prior to the Mid-Season Break (ie: if an Officer's last shift worked is July 7, the Mid-Season Break would commence on July 8th, and the Officer would return to work on July 26th). Should an Officer encounter delays in departing or returning from his/her Mid-Season Break which are beyond his/her control (ie: inclement weather), and for reasons acceptable to the Company, the amount of time attributed to such delay shall not be counted as forming part of the Mid-Season Break.
- 21.02** It is understood that if this option is taken, the amount deducted from the accrual will be calculated at the contract daily rate times the number of days taken.
- 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 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.
- 21.06** Short term promotions for Mid-Season Break purposes shall as closely as possible be made in accordance with the provision concerning promotions under Article 14 — Seniority.
- 21.07** A permanent Officer who has been provided a contract commitment from the Company and does not take his/her Mid-Season Break shall be entitled to remuneration of nine and one-half per cent (9½%) based on his/her total annual salary (total annual salary included vacation pay entitlements) in accordance with Schedule "A" of this Agreement providing that;

- a) he has been recalled and commenced employment before June 2nd in the instance of Officers employed under the one hundred fifty-eight (158) day contract season, and before June 16th for Officers employed under the one hundred forty-two (142) day contract season; and
- b) he completes the employment commitment to the Company.

The foregoing remuneration shall be paid at the conclusion of the operational season.

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 per cent (4%) of gross wages for the first two (2) season of service.
- b) six per cent (6%) of gross wages for the third (3rd) and fourth (4th) seasons of service.
- c) eight per cent (8%) of gross wages for the fifth (5th) and subsequent season up to an including the tenth (10th) season of service.
- d) ten per cent (10%) of gross wages for the eleventh (11th) and subsequent seasons of service up to an including the twenty-first (21st) season of service.
- e) twelve per cent (12%) of gross wages for the twenty-second (22%) and subsequent season of service.
- f) fourteen per cent (14%) of gross wages for the thirtieth (30th) and subsequent seasons of service.

22.02 An Officer attaining permanent status with the Company shall receive one (1) season vacation pay credit for the prior one hundred twenty (120) day accumulation 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 15th 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 date 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 February 28th 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 engineer 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. A maximum of seven (7) days is allowed. Requests for time off must be made in writing by March 31st. No more than one (1) 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** The interpretation of the Clause "immediate family" shall be that as defined from time to time under the Canada Labour Code.
- 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**
- a) 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. Officer's 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 five [5] days) at no pay depending on individual circumstances.
 - b) Notwithstanding the above, circumstances may dictate that an Officer may have to be absent for the balance of an operational season due to a serious illness affecting his/her spouse or children. In such a case, the Officer will continue to receive seniority credit to the date the vessel to which he/she was assigned to laid up at the conclusion of the season.
- 24.04** Officer's on Compassionate Leave within Canada shall be provided with Company paid airfare to Edmonton, or in the case of the MV Keewatin, to Winnipeg. Should the Officer not return from Compassionate Leave, the airfare will be deducted from his/her final cheque.

24.05 Officer's shall furnish proof to the Company upon request.

ARTICLE 25 — SEVERANCE PAY

- 25.01**
- a) 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:
 - i) seven (7) days wages at his/her basic rate of wages for his/her regular days of work in respect of each completed season of employment.
 - ii) seventy (70) days wages at his/her regular hours of work.
 - b) An Officer retiring from the Company shall be eligible to receive severance pay on the following basis:
 - i) two and one-half (2 ½) days pay at the basic daily rate of pay for each season worked to a maximum of forty (40) days.
 - c) In the event an Officer dies while an employee of the Company, his estate shall receive the retirement severance pay entitlements as outlined above.
- 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. Officer's shall apply for Government funding (through Human Resources Development Canada or other appropriate agencies) where ever available. Where courses are required by Government regulation to re-validate or maintain currency (ie: Continued Proficiency Certification), Officer's must have attained permanency status under Article 13 as at November 1, 1996. The following conditions will apply:
- 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 course to be taken, dates, training school location and itemized estimate cost for course fee, required classroom textbooks and examination fees.
 - b) The Department head will consider the request 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 complete courses must also be submitted at this time.

Subject to the previous Clauses of this Article, and in the instance the course and/or courses prerequisites for attaining higher Certification of Competency status, and the Company has identified and deemed a need for such higher level of Certification, the following shall prevail:

- i) Application for consideration must be made, in writing, by the Officer in sufficient time for appropriate budgetary and logistical arrangements to be made.
- ii) The Company shall pre-pay the cost of the course(s) which payment shall be equally born between the Company and the Officer affected. Upon rehire by the Company subsequent to completion of said course(s), the Company shall deduct fifty per cent (50%) of the course(s) costs from the Officer's pay.
- iii) The Company shall provide any required travel cost on the basis of excursion rate airfare from the Officer's home location to the nearest training facility, and return upon course completion.
- iv) The Company shall provide a daily accommodation and meal allowance of one hundred fifteen dollars (\$1 15.00) per day for the scheduled duration of the course(s). This allowance will be provided to the Officer via a bi-weekly payment schedule during the period of time the Officer is attending such course(s) and the Officer will be obligated to provide the Company with appropriate receipts. In the instance the Officer does not provide expense receipts or where the daily expense receipts are less than one hundred fifteen dollars (\$1 15.00), the Company shall have the right to recover from the Officer's pay any and all shortfalls.
Notwithstanding the above, where the Officer resides within a reasonable commute (one[1] hour vehicle commute) from the training facility, such an Officer will only be entitled to compensation for meals, parking and mileage charges to a maximum of forty dollars (\$40.00) per day while actually attending the course(s). Payment for same will be provided upon providing the Company daily expense receipts for same.
- v) The Officer commits to acquiring the Certificate of Competency sought.
- vi) The Company will extend this offer of financial assistance once only for said Officer and course. In the event that the Officer does not successfully acquire the Certificate sought on the first attempt, then the burden of acquiring same within a two (2) year time frame at no further cost to the Company lies with the Officer.
- vii) Upon successful acquisition of the identified Certificate of Competency sought, the Officer will provide in writing a return of service commitment to remaining in the employ of the Company for a further four (4) season thereafter.
- viii) For the Company to protect its considerable financial investment in each instance, the Officer at the outset and prior to commencing such course(s) must agree, in writing, to recompense the Company on a proportional basis, the balance of the Employer costs incurred should the four (4) season employment commitment by the Officer fail to be honored.

- e) The Company shall assist the Officer's (in the case of Government regulated re-validation or maintenance only), for travel costs by providing a reimbursable advance relative to costs of excursion rate airfare from home location to location of training facility and return, should said Officer request such consideration. Such indebtedness shall be recovered by the Company from wages payable during the navigational season. Thirty-three and one third per cent ((33'13%) to be repaid from June payroll, thirty-three and one third per cent (33'13%) to be repaid from July payroll and thirty-three and one third per cent (33'1/3%) to be repaid from August payroll. Should such Officer not return to the employ of the Company, the indebtedness shall be repaid from the Officer's severance entitlement.

For Continued Proficiency Certification only, the Company shall assist the Officer where he/she must reside away from home to attend the course by providing an accommodation and meal allowance of fifty per cent (50%) of such expenses, to a maximum of five hundred dollars (\$500.00) per Officer per course. Such allowance shall be paid by the Company upon successful completion of the course and upon presentation of appropriate receipts.

- 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 Officer(s), given reasonable notice, may make themselves available to attend such course(s) or seminar(s).
 - b) The Company, when scheduling such safety and/or training course(s) 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 re-powered 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 requirements unless otherwise mutually agreed by the Company and the Guild subject to Article 14.12.
- 28.02** Vessels changed to yarding vessels may have their manning changed, by mutual agreement.
- 28.03** The Parties agree, notwithstanding the inclusion of 2nd Mates and 2nd Engineers at Level 3 and 4 of the wage scales, that there shall be no requirement for the Company to employ Officers in this capacity in the absence of Regulatory requirements to carry same. Notwithstanding the above, should operational requirements dictate that a 2nd Mate or 2nd Engineer is required, then such Officers shall be remunerated on the basis of the wage scales referenced above.

ARTICLE 29 — LEGAL DEFENSE INSURANCE

- 29.01** The Company shall remit to the Guild forty dollars (\$40.00) per month per Officer for the purpose of providing Legal Defense 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
- 30.03** Upon request of a Permanent Officer, the Company will reimburse the Officer seventy-five per cent (75%) of the cost of a U-VIC jacket, or reimbursed, as per the table below, for floater or insulated coveralls upon the Officer submitting an invoice of purchase through the Company's expense reporting procedures. Such U-VIC jackets or insulated coveralls may be renewed after three (3) years, at the Officers request.

Season	2006	2007	2008	2009	2010
Amount	\$128.75	\$132.61	\$136.59	\$142.05	\$147.73

30.04 The Company shall reimburse Officer's up to the amounts, listed in the table below, for the purchase of CSA approved safety footwear. The Company may designate the type of appropriate CSA 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 the Manager Marine Maintenance an original invoice of purchase attached to a Company Expense Report. Should an employee terminate or be dismissed prior to working sixty (60) continuous days, the footwear allowance received will be deducted from the Officer.

Season	2006	2007	2008	2009	2010
Amount	\$128.75	\$132.61	\$136.59	\$142.05	\$147.73

30.05 The Company shall supply one (1) hard hat each operating season to Officer's 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 deduced 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 Officer's by the Company. Working gloves are to be turned in before new ones are issued.

ARTICLE 31 – LINEN and BLANKETS

31.01 Each Officer shall be supplied with clean blankets, linen and towels at the beginning of each Navigational 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. Should an Officer elect to purchase and use a duvet or other such bedding while in the employ of the Company, he/she shall be compensated to a maximum of one hundred dollars (\$100.00) for the purchase of same. Eligibility for this allowance shall be on the basis of once every five (5) years.

ARTICLE 32 – TV / VIDEO / NEWSPAPER

32.01 All live aboard vessels shall be supplied with a TV, Video Player and Video Cassettes. Newspapers and magazines shall be supplied to these vessels as it operationally feasible.

ARTICLE 33 – BENEFITS

33.01 The Company Dental Plan premiums shall be fifty per cent (50%) paid by the Company and the Plan shall incorporate the following features:

- a) Basic Dental Services: one hundred per cent (100%) co-insurance
- b) Optional Dental Services: eighty per cent (80%) co-insurance

It is agreed that the additional cost of providing the increased optional dental services from seventy per cent (70%) to eighty per cent (80%) shall be the employers responsibility.

33.02 The premium payment for Short Term Disability shall be fully paid by the Officer. This arrangement shall not create a situation where the Officer will be paying additional premium payments to the Plan for benefits currently in effect. It is agreed that the quality of the Plan shall in no way be diminished.

33.03 Vision Care

Prescription eye glasses or contact lenses allowance to be raised to three hundred dollars (\$300.00) once every two (2) years for each person covered by the plan. It is agreed that the additional cost of providing the increased benefit from one hundred dollars (\$100.00) to three hundred dollars (\$300.00) shall be the employers responsibility.

33.04 The existing coverage provided by the Company shall be maintained for the duration of this Collective Agreement.

33.05 Officer's who are on Weekly Indemnity Benefits shall receive not less than seven hundred dollars (\$700.00) per week of disability from the plan.

ARTICLE 34 — EMPLOYMENT NOTICE

34.01 Officer's shall keep the Company's Human Resources Department advised at all times of his/her current address, phone number and changes in marital (including common-law), dependent or beneficiary 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 Engineer or Deck Department Manager, in writing between January 1st and January 31st 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. Officer's confirming availability for employment may also request consideration for a change in Vessel assignment.

34.03 The Company shall reply to the Officers, with a copy to the Guild, stating whether or not employment can be offered, by March 31st, 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 31st that effective May 16th or June 1st, whichever is applicable, they will be on operational season layoff.

- 34.04** An Officer who fails to carry out the provisions of Article 34.02 may not be recalled to service.
- 34.05** The Company shall advise Officer's who are not eligible for rehire by February 15th of each year. Officer's 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 layoff effective May 16th or June 1st, whichever is applicable, until October 20th, when the normal season layoff will commence. If during this period, the Officer has not elected severance under the terms of Article 25, he/she shall be eligible for contract employment rehire the following season without loss of previous seniority.
An Officer on operational season layoff 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 layoff that accepts an employment period offered by the Company will be paid as per the attached Letter of Understanding.

ARTICLE 35 — TERM of AGREEMENT

- 35.01** This Agreement shall be effective from **November 1, 2005** and continue in force until **October 31, 2010**, 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 ADDRESS

- 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 Limited
42003 Mackenzie Highway
Hay River, NWT X0E 0R9

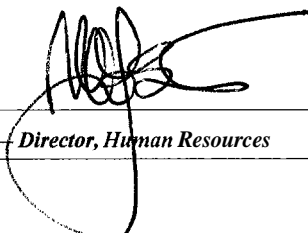
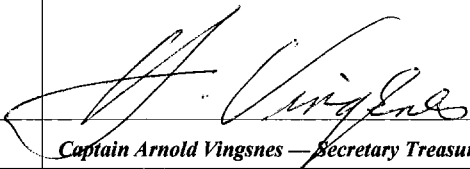
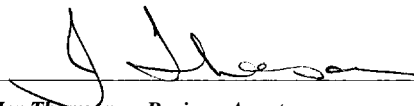
To The Guild

Canadian Merchant Service Guild
#310 - 218 Blue Mountain Street
Coquitlam, BC V3K 4H2

36.02 Any Notice so mailed at Hay River 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.

EXECUTED on BEHALF of:
Northern Transportation Company Ltd.

EXECUTED on BEHALF of the:
Canadian Merchant Service Guild

	
<i>Chris Tobin — Director, Human Resources</i>	<i>Captain Arnold Vingsnes — Secretary Treasurer</i>
	
	<i>Joy Thomson — Business Agent</i>

Dated at Hay River, NWT	this 26th day of	May, 2006
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T of I II

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:

Days Worked	Amount of Pay
0 — 58 days	basic rate for each day worked (total annual / 158 days)
59 — 79 days	½ total annual salary
80 — 108 days	½ 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.

The 158-day contract shall remain in effect for all current permanent Officers including those who attain permanency status by October 31st, 1994.

Officers who attain permanency status subsequent to October 31, 1994, shall be employed on a 142-day contract June 1st to October 20th. Such an Officer shall, in addition, be guaranteed the fit-out period of eight (8) hours per day from May 24th to May 31st.

142-Day Formula	
0 — 52 days	basic daily rate for each day worked
53 — 71 days	½ total annual salary
72 — 118 days	½ total annual salary + daily rate for each day worked over 72 days
over 118 days	total annual salary

SIGNED on BEHALF of:
The Canadian Merchant Service Guild



Arnold Vingsnes

SIGNED on BEHALF of:
Northern Transportation Company Limited

Chris Tobin

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 regarding Permanent Officers' wages when sailing on any of the following vessels:

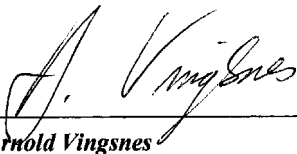
- a) NT Marjory,
- b) Radium Miner,
- c) Radium Trader,
- d) Radium Prospector,
- e) The Lister,
- f) Horn River, and
- g) Radium Express.

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 in that navigation season.

This understanding is subject to termination only by the mutual agreement of both Parties.

SIGNED on BEHALF of:

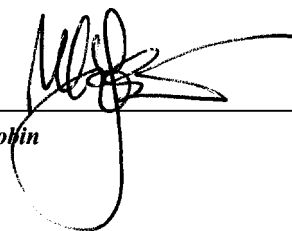
The Canadian Merchant Service Guild



Arnold Vingsnes

SIGNED on BEHALF of:

Northern Transportation Company Limited



Chris Tobin

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 (2) calendar years after the issue of a warning letter an Officer, upon written request, shall have the letter and any report removed from his/her 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.

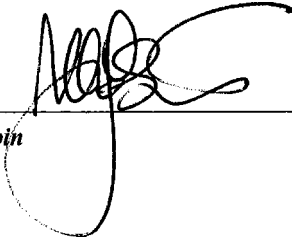
This understanding is subject to termination only by the mutual agreement of both Parties.

SIGNED on BEHALF of:
The Canadian Merchant Service Guild



Arnold Vingsnes

SIGNED on BEHALF of:
Northern Transportation Company Limited



Chris Tobin

LETTER of UNDERSTANDING

Between: Northern Transportation Company Limited

(hereinafter referred to as "The Company")

And: The Canadian Merchant Service Guild

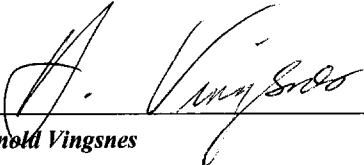
(hereinafter referred to as "The Guild")

Cargo work includes the handling of deck and bulk cargo. Cargo work does not include tying up, letting go, making up two or repositioning and lashing of ships' cargo handling equipment, ie: 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, ship's 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.

This understanding is subject to termination only by the mutual agreement of both Parties.

SIGNED on BEHALF of:

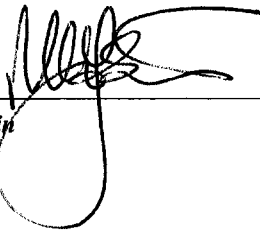
The Canadian Merchant Service Guild



Arnold Vingsnes

SIGNED on BEHALF of:

Northern Transportation Company Limited



Chris Tobin

LETTER of UNDERSTANDING

The Guild and the Company are committed to providing a safe workplace for Guild member employees, and acknowledge the importance of safeguarding property, equipment and the natural environment. Both Parties undertake to ensure within reason, and without jeopardizing employee rights, that the consumption of alcohol or other drugs, prior to returning to work aboard vessels or other places of work, does not, in the judgement of the Senior Officer present, impair their judgement or ability to safely and responsibly perform their normal duties.

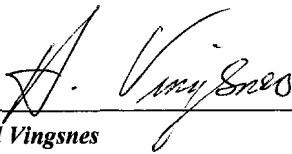
All operational vessels shall be provided with appropriate Breath Alcohol test devices.

The Guild and the Company agree that in the instance of a marine incident, the Company shall have the right to have an Officer examined by a Medical practitioner.

This understanding is subject to termination only by the mutual agreement of both Parties.

SIGNED on BEHALF of:

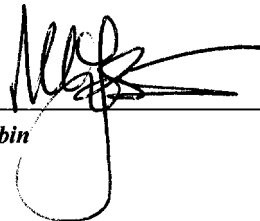
The Canadian Merchant Service Guild



Arnold Vingsnes

SIGNED on BEHALF of:

Northern Transportation Company Limited



Chris Tobin

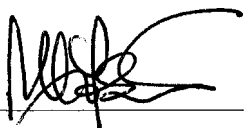
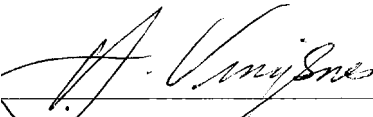
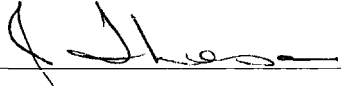
Part of AGREEMENT

At the conclusion of each Navigation Season, the Company will review the compensation history for all Officers. Where it is identified that the Officer has sailed under Articles the majority of time (eighty-five percent [85%] or more of respective contract season) in a higher classification, he/she will be paid a retroactive adjustment based on the higher classification.

This understanding is subject to termination only by the mutual agreement of both Parties.

SIGNED on BEHALF of:
Northern Transportation Company Limited

SIGNED on BEHALF of the:
Canadian Merchant Service Guild

	
<i>Chris Tobin</i>	<i>Captain Arnold Vingsnes — Secretary Treasurer</i>
	
	<i>Joy Thomson — Business Agent</i>

Dated at this **26th** day of **May, 2006**

LETTER of UNDERSTANDING

RE: MV Alex Gordon and Jim Kilabuk

The Company and the Guild agree that, should there be a significant increase in NTCL's marine transportation work in the areas covered by the scope of the Collective Agreement, resulting in the Company's decision to employ the above referenced vessels for the performance of such work, they will be crewed by Guild Officers covered by this Collective Agreement.

The Company and the Guild agree to meet and develop wage scales should this Letter of Understanding come to fruition.

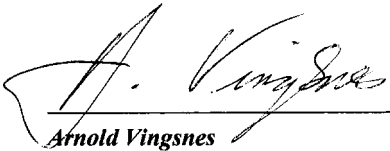
This understanding is subject to termination only by the mutual agreement of both Parties.

SIGNED on BEHALF of:

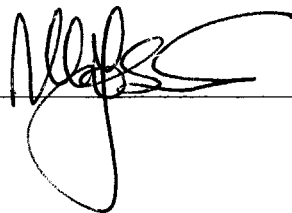
The Canadian Merchant Service Guild

SIGNED on BEHALF of:

Northern Transportation Company Limited



Arnold Vingsnes



Chris Tobin

N E W
LETTER of UNDERSTANDING

RE: Cadet Program

At their election, the Parties agree to the creation of a joint task force, in full partnership with the Seafarers' International Union, that will meet to design, and prepare for implementation, a fully articulated Marine Cadet program, to be managed by the Company.

The target date for program design completion is October 31st, 2006, with the intent of program implementation on a pilot basis in 2007. The existence of this task force, and this Letter of Understanding, shall both cease at the termination date of the Collective Agreement.

SIGNED on BEHALF of:

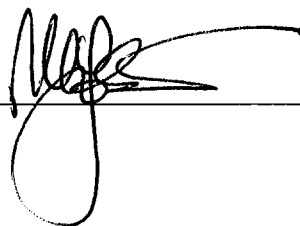
The Canadian Merchant Service Guild



Arnold Vingsnes

SIGNED on BEHALF of:

Northern Transportation Company Limited



Chris Tobin

SCHEDULE "A" — WAGE RATES

158 Day Contract

Effective — November 1, 2005 — 3% Increase

Level	Vessel	Position	Basic	Daily Basic	Stats 11 x Daily	EDP	Total
1	Kirikmeot	Master	\$72,398.76	\$458.22	\$5,040.42	\$6,033.23	\$83,472.41
	Pisurayak Kootook	Chief Engineer	\$70,326.46	\$445.10	\$4,896.10	\$5,860.54	\$81,083.10
	Nunakput	Second Engineer	\$61,951.80	\$392.10	\$4,313.10	\$5,162.65	\$71,427.55
	Kelly Owayuak	Mate	\$61,951.80	\$392.10	\$4,313.10	\$5,162.65	\$71,427.55
	Jock McNiven						
	Edgar Kotokak	Second Mate — First or Second Year (see below)					
2	H. Christoffersen						
	Keewatin						
	Kuguluk	Master	\$65,157.62	\$412.39	\$4,536.29	\$5,429.80	\$75,123.71
		Chief Engineer	\$63,293.22	\$400.59	\$4,406.46	\$5,274.44	\$72,974.15
		Second Engineer	\$55,756.62	\$352.89	\$3,881.79	\$4,646.39	\$64,284.80
		Mate	\$55,756.62	\$352.89	\$3,881.79	\$4,646.39	\$64,284.80
3		Second Mate - First or Second Year (see below)					
	Marjory	Master	\$62,106.64	\$393.08	\$4,323.88	\$5,175.55	\$71,606.07
	Sans Sault	Chief Engineer	\$60,235.92	\$381.24	\$4,193.64	\$5,019.66	\$69,449.22
	Radium Miner	Second Engineer	\$54,846.54	\$347.13	\$3,818.43	\$4,570.55	\$63,235.52
	Radium Trader	Mate	\$54,846.54	\$347.13	\$3,818.43	\$4,570.55	\$63,235.52
	Radium Prospector						
		Second Mate — First or Second Year (see below)					

SCHEDULE "A" — WAGE RATES (cont'd)
158 Day Contract
Effective — November 1, 2005 — 3% Increase

4	Kakisa	Master	\$62,555.36	\$395.92	\$4,355.12	\$5,212.95	\$72,123.43
		Second Mates (2 nd Yr)	\$53,449.82	\$338.29	\$3,721.19	\$4,454.15	\$61,625.16
		Second Mates (1 st Yr)	\$51,684.96	\$327.12	\$3,598.32	\$4,307.08	\$59,590.36

Fit Out Rates Per Hour

Master	\$34.68		\$52.02			\$69.36	
Chief Engineer	\$34.68		\$52.02			\$69.36	
Second Engineer	\$32.35		\$48.53			\$64.70	
Mate	\$32.35		\$48.53			\$64.70	
Second Mate	\$26.88		\$40.32			\$53.76	

Cargo Handling Rates

Regular		\$27.74
Overtime		\$41.61

SCHEDULE "A" — WAGE RATES

158 Day Contract

Effective — November 1, 2006 — 3% Increase

Level	Vessel	Position	Basic	Daily Basic	Stats 11 x Daily	EDP	Total
1	Kitikmeot	Master	\$74,571.26	\$471.97	\$5,191.67	\$6,214.27	\$85,977.20
	Pisurayak Kootook	Chief Engineer	\$72,435.10	\$458.45	\$5,042.95	\$6,036.26	\$83,514.31
	Nunakput	Second Engineer	\$63,809.88	\$403.86	\$4,442.46	\$5,317.49	\$73,569.83
	Kelly Ovayuak	Mate	\$63,809.88	\$403.86	\$4,442.46	\$5,317.49	\$73,569.83
	Jock McNiven						
	Edgar Kotokak	Second Mate — First or Second Year (see below)					
	H. Christoffersen						
2	Kuguluk	Master	\$67,112.08	\$424.76	\$4,672.36	\$5,592.67	\$77,377.11
		Chief Engineer	\$65,192.38	\$412.61	\$4,538.71	\$5,432.70	\$75,163.79
		Second Engineer	\$57,429.84	\$363.48	\$3,998.28	\$4,785.82	\$66,213.94
		Mate	\$57,429.84	\$363.48	\$3,998.28	\$4,785.82	\$66,213.94
		Second Mate - First or Second Year (see below)					
3	Marjory	Master	\$63,969.46	\$404.87	\$4,453.57	\$5,330.79	\$73,753.82
		Chief Engineer	\$62,043.44	\$392.68	\$4,319.48	\$5,170.29	\$71,533.21
		Second Engineer	\$56,491.32	\$357.54	\$3,932.94	\$4,707.61	\$65,131.87
		Mate	\$56,491.32	\$357.54	\$3,932.94	\$4,707.61	\$65,131.87
		Radium Prospector					
		Second Mate — First or Second Year (see below)					

SCHEDULE "A" — WAGE RATES (cont'd)

158 Day Contract

Effective — November 1, 2006 — 3% Increase

4	Master	\$64,432.40	\$407.80	\$4,485.80	\$5,369.37	\$74,287.57
	Second Mates (2 nd Yr)	\$55,055.10	\$348.45	\$3,832.95	\$4,587.93	\$63,475.98
	Second Mates (1 st Yr)	\$53,234.94	\$336.93	\$3,706.23	\$4,436.25	\$61,377.42

Fit Out Rates Per Hour

	Regular	Overtime	Double Time
Master	\$35.72	\$53.58	\$71.44
Chief Engineer	\$35.72	\$53.58	\$71.44
Second Engineer	\$33.32	\$49.98	\$66.64
Mate	\$33.32	\$49.98	\$66.64
Second Mate	\$27.69	\$41.54	\$55.38

Cargo Handling Rates

Regular	\$28.57
Overtime	\$42.86

SCHEDULE "A" — WAGE RATES

158 Day Contract

Effective — November 1, 2007 — 3% Increase

Level	Vessel	Position	Basic	Daily Basic	Stats 11 x Daily	EDP	Total
1	Kitikmeot	Master	\$76,808.54	\$486.13	\$5,347.43	\$6,400.71	\$88,556.68
	Pisurayak Kootook	Chief Engineer	\$74,607.60	\$472.20	\$5,194.20	\$6,217.30	\$86,019.10
	Nunakput	Second Engineer	\$65,724.84	\$415.98	\$4,575.78	\$5,477.07	\$75,777.69
	Kelly Ovayuak	Mate	\$65,724.84	\$415.98	\$4,575.78	\$5,477.07	\$75,777.69
	Jock McNiven						
	Edgar Kotokak	Second Mate — First or Second Year (see below)					
2	H. Christoffersen						
	Keewatin						
	Kuguluk	Master	\$69,125.00	\$437.50	\$4,812.50	\$5,760.42	\$79,697.92
		Chief Engineer	\$67,148.42	\$424.99	\$4,674.89	\$5,595.70	\$77,419.01
		Second Engineer	\$59,152.04	\$374.38	\$4,118.18	\$4,929.34	\$68,199.56
		Mate	\$59,152.04	\$374.38	\$4,118.18	\$4,929.34	\$68,199.56
3		Second Mate - First or Second Year (see below)					
	Marjory	Master	\$65,889.16	\$417.02	\$4,587.22	\$5,490.76	\$75,967.14
	Sans Sault	Chief Engineer	\$63,904.68	\$404.46	\$4,449.06	\$5,325.39	\$73,679.13
	Radium Miner	Second Engineer	\$58,186.66	\$368.27	\$4,050.97	\$4,848.89	\$67,086.52
	Radium Trader	Mate	\$58,186.66	\$368.27	\$4,050.97	\$4,848.89	\$67,086.52
		Second Mate — First or Second Year (see below)					

SCHEDULE "A" — WAGE RATES (cont'd)
158 Day Contract
Effective — November 1, 2007 — 3% Increase

4	Kakisa	Master	\$66,364.74	\$420.03	\$4,620.33	\$5,530.40	\$76,515.47
		Second Mates (2 nd Yr)	\$56,706.20	\$358.90	\$3,947.90	\$4,725.52	\$65,379.62
		Second Mates (1 st Yr)	\$54,832.32	\$347.04	\$3,817.44	\$4,596.36	\$63,219.12

Fit Out Rates Per Hour

	Regular	Overtime	Double Time
Master	\$36.79	\$55.19	\$73.58
Chief Engineer	\$36.79	\$55.19	\$73.58
Second Engineer	\$34.32	\$51.48	\$68.64
Mate	\$34.32	\$51.48	\$68.64
Second Mate	\$28.52	\$42.78	\$57.04

Cargo Handling Rates

Regular	\$29.43
Overtime	\$44.15

SCHEDULE "A" — WAGE RATES

158 Day Contract

Effective — November 1, 2008 — 4% Increase

Level	Vessel	Position	Basic	Daily Basic	Stats 11 x Daily	EDP	Total
1	Kitikmeot	Master	\$79,881.64	\$505.58	\$5,561.38	\$6,656.80	\$92,099.82
	Pisurayak Kootook	Chief Engineer	\$77,592.22	\$491.09	\$5,401.99	\$6,466.02	\$89,460.23
	Nunakput	Second Engineer	\$68,353.96	\$432.62	\$4,758.82	\$5,696.16	\$78,808.94
	Kelly Owayuak	Mate	\$68,353.96	\$432.62	\$4,758.82	\$5,696.16	\$78,808.94
	Jock McNiven						
	Edgar Kotokak	Second Mate — First or Second Year (see below)					
H. Christoffersen							
Keewatin							
2	Kuguluk	Master	\$71,890.00	\$455.00	\$5,005.00	\$5,990.83	\$82,885.83
		Chief Engineer	\$69,834.42	\$441.99	\$4,861.89	\$5,819.54	\$80,515.85
		Second Engineer	\$61,518.88	\$389.36	\$4,282.96	\$5,126.57	\$70,928.41
		Mate	\$61,518.88	\$389.36	\$4,282.96	\$5,126.57	\$70,928.41
		Second Mate - First or Second Year (see below)					
3	Marjory	Master	\$68,524.60	\$433.70	\$4,770.70	\$5,710.38	\$79,005.68
	Sans Sault	Chief Engineer	\$66,461.12	\$420.64	\$4,627.04	\$5,538.43	\$76,626.59
	Radium Miner	Second Engineer	\$60,514.00	\$383.00	\$4,213.00	\$5,042.83	\$69,769.83
	Radium Trader	Mate	\$60,514.00	\$383.00	\$4,213.00	\$5,042.83	\$69,769.83
	Radium Prospector						
		Second Mate — First or Second Year (see below)					

SCHEDULE "A" -- WAGE RATES (cont'd)
158 Day Contract
Effective -- November 1, 2008 -- 4% Increase

4	Master	\$69,019.14	\$436.83	\$4,805.13	\$5,751.60	\$79,575.87
	Second Mates (2 nd Yr)	\$58,975.08	\$373.26	\$4,105.86	\$4,914.59	\$67,995.53
	Second Mates (1 st Yr)	\$57,025.36	\$360.92	\$3,970.12	\$4,752.11	\$65,747.59

Fit Out Rates Per Hour

	Regular	Overtime	Double Time
Master	\$37.83	\$56.75	\$75.66
Chief Engineer	\$37.83	\$56.75	\$75.66
Second Engineer	\$35.69	\$53.54	\$71.38
Mate	\$35.69	\$53.54	\$71.38
Second Mate	\$29.66	\$44.49	\$59.32

Cargo Handling Rates

Regular	\$30.61
Overtime	\$45.92

SCHEDULE "A" — WAGE RATES

158 Day Contract

Effective — November 1, 2009 — 3% Increase

Level	Vessel	Position	Basic	Daily Basic	Stats 11 x Daily	EDP	
1	Kitikmeot	Master	\$83,076.40	\$525.80	\$5,783.80	\$6,923.03	
	Pisurayak Kootook	Chief Engineer	\$80,695.34	\$510.73	\$5,618.03	\$6,724.61	
	Nunakput	Second Engineer	\$71,087.36	\$449.92	\$4,949.12	\$5,923.95	
	Kelly Ovayuak	Mate	\$71,087.36	\$449.92	\$4,949.12	\$5,923.95	
2	Jock McNiven						
	ak	M					
	Thri ffe						
	wat						
	Kuguluk	Master	\$74,765.60	\$473.20	\$5,205.20	\$6,230.47	
		Chief Engineer	\$72,627.86	\$459.67	\$5,056.37	\$6,052.32	
		Second Engineer	\$63,978.94	\$404.93	\$4,454.23	\$5,331.58	
		Mate	\$63,978.94	\$404.93	\$4,454.23	\$5,331.58	
		Second Mate - First or Second Year (see below)					
		Master	\$71,265.90	\$451.05	\$4,961.55	\$5,938.83	
3	Marjory	Master	\$71,265.90	\$451.05	\$4,961.55	\$5,938.83	
	Sans Sault	Chief Engineer	\$69,120.26	\$437.47	\$4,812.17	\$5,760.02	
	Radium Miner	Second Engineer	\$62,934.56	\$398.32	\$4,381.52	\$5,244.55	
	Radium Trader	Mate	\$62,934.56	\$398.32	\$4,381.52	\$5,244.55	
	Second Mate — First or Second Year (see below)						
	Second Mate — First or Second Year (see below)						

SCHEDULE "A" — WAGE RATES (cont'd)

158 Day Contract

Effective — November 1, 2009 — 4% Increase

4	Kakisa	Master	\$71,779.40	\$454.30	\$4,997.30	\$5,981.62	\$82,758.32
		Second Mates (2 nd Yr)	\$61,334.02	\$388.19	\$4,270.09	\$5,111.17	\$70,715.28
		Second Mates (1 st Yr)	\$59,306.88	\$375.36	\$4,128.96	\$4,942.24	\$68,378.08

Fit Out Rates Per Hour

	Regular	Overtime	Double Time
Master	\$39.34	\$59.01	\$78.68
Chief Engineer	\$39.34	\$59.01	\$78.68
Second Engineer	\$36.73	\$55.10	\$73.46
M			
Second Mate	\$30.85	\$46.28	\$61.70

Cargo Handling Rates

Regular	\$31.83
Overtime	\$47.75

SCHEDULE "A" — WAGE RATES

142 Day Contract

Effective — November 1, 2005 — 3% Increase

Level	Vessel	Position	Basic	Daily Basic	Stats 11 x Daily	EDP	Total
1	Kitikmeot	Master	\$65,067.24	\$458.22	\$5,040.42	\$5,422.27	\$75,529.93
	Pisurayak Kootook	Chief Engineer	\$63,204.20	\$445.10	\$4,896.10	\$5,267.02	\$73,367.32
	Nunakput	Second Engineer	\$55,678.20	\$392.10	\$4,313.10	\$4,639.85	\$64,631.15
	Kelly Ovayuak	Mate	\$55,678.20	\$392.10	\$4,313.10	\$4,639.85	\$64,631.15
	Jock McNiven						
	Edgar Kotokak	Second Mate — First or Second Year (see below)					
	H. Christoffersen						
	Keewatin						
2	Kuguluk	Master	\$58,559.38	\$412.39	\$4,536.29	\$4,879.95	\$67,975.62
		Chief Engineer	\$56,883.44	\$400.59	\$4,406.46	\$4,740.29	\$66,030.19
		Second Engineer	\$50,110.38	\$352.89	\$3,881.79	\$4,175.87	\$58,168.04
		Ma		\$3	\$3	\$4,	
		Second Mate - First or Second Year (see below)					
3	Marjory	Master	\$55,817.36	\$393.08	\$4,323.88	\$4,651.45	\$64,792.69
	Sans Sault	Chief Engineer	\$54,136.08	\$381.24	\$4,193.64	\$4,511.34	\$62,841.06
	Radium Miner	Second Engineer	\$49,292.46	\$347.13	\$3,818.43	\$4,107.71	\$57,218.60
	Radium Trader	Mate	\$49,292.46	\$347.13	\$3,818.43	\$4,107.71	\$57,218.60
	Radium Prospector						
		Second Mate — First or Second Year (see below)					

SCHEDULE "A" — WAGE RATES (cont'd)

142 Day Contract

Effective — November 1, 2005 — 3% Increase

4	Kakisa	Master	\$56,220.64	\$395.92	\$4,355.12	\$4,685.05	\$65,260.81
		Second Mates (2 nd Yr)	\$48,037.18	\$358.29	\$3,721.19	\$4,003.10	\$55,761.47
		Second Mates (1 st Yr)	\$46,451.04	\$327.12	\$3,598.32	\$3,870.92	\$53,920.28

Fit Out Rates Per Hour

	Regular	Overtime	Double Time
Master	\$34.68	\$52.02	\$69.36
Chief Engineer	\$34.68	\$52.02	\$69.36
Second Engineer	\$32.35	\$48.53	\$64.70
Mate	\$32.35	\$48.53	\$64.70
Second Mate	\$26.88	\$40.32	\$53.76

Cargo Handling Rates

Regular	\$27.74
Overtime	\$41.61

SCHEDULE "A" — WAGE RATES

142 Day Contract

Effective — November 1, 2006 — 3% Increase

Level	Vessel	Position	Basic	Daily Basic	Stats 11 x Daily	EDP	Total
1	Kitikmeot	Master	\$67,019.74	\$471.97	\$5,191.67	\$5,584.98	\$77,796.39
	Pisurayak Kootook	Chief Engineer	\$65,099.90	\$458.45	\$5,042.95	\$5,424.99	\$75,567.84
	Nunakput	Second Engineer	\$57,348.12	\$403.86	\$4,442.46	\$4,779.01	\$66,569.59
	Kelly Ovayuak	Mate	\$57,348.12	\$403.86	\$4,442.46	\$4,779.01	\$66,569.59
	Jock McNiven						
	Edgar Kotokak	Second Mate — First or Second Year (see below)					
	H. Christoffersen						
	Keewatin						
2	Kuguluk	Master	\$60,315.92	\$424.76	\$4,672.36	\$5,026.33	\$70,014.61
		Chief Engineer	\$58,590.62	\$412.61	\$4,538.71	\$4,882.55	\$68,011.88
		Second Engineer	\$51,614.16	\$363.48	\$3,998.28	\$4,301.18	\$59,913.62
		Mate	\$51,614.16	\$363.48	\$3,998.28	\$4,301.18	\$59,913.62
		Second Mate - First or Second Year (see below)					
3	Marjory	Master	\$57,491.54	\$404.87	\$4,453.57	\$4,790.96	\$66,736.07
	Sans Sault	Chief Engineer	\$55,760.56	\$392.68	\$4,319.48	\$4,646.71	\$64,726.75
	Radium Miner	Second Engineer	\$50,770.68	\$357.54	\$3,932.94	\$4,230.89	\$58,934.51
	Radium Trader	Mate	\$50,770.68	\$357.54	\$3,932.94	\$4,230.89	\$58,934.51
	Radium Prospector						
		Second Mate — First or Second Year (see below)					

SCHEDULE "A" — WAGE RATES (cont'd)
142 Day Contract
Effective — November 1, 2006 — 3% Increase

4	Kakisa	Master	\$57,907.60	\$407.80	\$4,485.80	\$4,825.63	\$67,219.03
		Second Mates (2 nd Yr)	\$49,479.90	\$348.45	\$3,832.95	\$4,123.33	\$57,436.18
		Second Mates (1 st Yr)	\$47,844.06	\$336.93	\$3,706.23	\$3,987.01	\$55,537.30

Fit Out Rates Per Hour

	Regular	Overtime	Double Time
Master	\$35.72	\$53.58	\$71.44
Chief Engineer	\$35.72	\$53.58	\$71.44
Second Engineer	\$33.32	\$49.98	\$66.64
Mate	\$33.32	\$49.98	\$66.64
Second Mate	\$27.69	\$41.54	\$55.38

Cargo Handling Rates

Regular	\$28.57
Overtime	\$42.86

**SCHEDULE "A" — WAGE RATES
142 Day Contract**

Effective — November 1, 2007 — 3% Increase

Level	V I	Position	Basic	Daily Basic	Stats 11 x Daily	EDP	t ₃
1		Master	\$69,030.46	\$486.13	\$5,347.43	\$5,752.54	\$80,130.43
		Chief Engineer	\$67,052.40	\$472.20	\$5,194.20	\$5,587.70	\$77,834.30
		Second Engineer	\$59,069.16	\$415.98	\$4,575.78	\$4,922.43	\$68,567.37
		M					
	Jock McNiven						
	Edgar Kotokak	Second Mate — First or Second Year (see below)					
	H. Christoffersen						
	Keewatin						
2		Master	\$62,125.00	\$437.50	\$4,812.50	\$5,177.08	\$72,114.58
		Chief Engineer	\$60,348.58	\$424.99	\$4,674.89	\$5,029.05	\$70,052.52
		Second Engineer	\$53,161.96	\$374.38	\$4,118.18	\$4,430.16	\$61,710.30
		Mate	\$53,161.96	\$374.38	\$4,118.18	\$4,430.16	\$61,710.30
		Second Mate - First or Second Year (see below)					
3		Master	\$59,216.84	\$417.02	\$4,587.22	\$4,934.74	\$68,738.80
		Chief Engineer	\$57,433.32	\$404.46	\$4,449.06	\$4,786.11	\$66,668.49
		Second Engineer	\$52,294.34	\$368.27	\$4,050.97	\$4,357.86	\$60,703.17
		Mate	\$52,294.34	\$368.27	\$4,050.97	\$4,357.86	\$60,703.17
		Radium Prospector					
		Second Mate — First or Second Year (see below)					

SCHEDULE "A" — WAGE RATES (cont'd)
142 Day Contract

Effective — November 1, 2007 — 3% Increase

4	Master	\$59,644.26	\$420.03	\$4,620.33	\$4,970.36	\$69,234.95
	Second Mates (2 nd Yr)	\$50,963.80	\$358.90	\$3,947.90	\$4,246.98	\$59,158.68
	Second Mates (1 st Yr)	\$49,279.68	\$347.04	\$3,817.44	\$4,106.64	\$57,203.76

Fit Out Rates Per Hour

	Regular	Overtime	Double Time
Master	\$36.79	\$55.19	\$73.58
En			
Second Engineer	\$34.32	\$51.48	\$68.64
Mate	\$34.32	\$51.48	\$68.64
Second Mate	\$28.52	\$42.78	\$57.04

Cargo Handling Rates

Regular	\$29.43
Overtime	\$44.15

SCHEDULE "A" — WAGE RATES

142 Day Contract

Effective — November 1, 2008 — 4% Increase

Level	Vessel	Position	Basic	Daily Basic	Stats 11 x Daily	EDP	Total
1	Kitikmeot	Master	\$71,792.36	\$505.58	\$5,561.38	\$5,982.70	\$83,336.44
		Chief Engineer	\$69,734.78	\$491.09	\$5,401.99	\$5,811.23	\$80,948.00
		Second Engineer	\$61,432.04	\$432.62	\$4,758.82	\$5,119.34	\$71,310.20
	Kelly Owayuak	Mate	\$61,432.04	\$432.62	\$4,758.82	\$5,119.34	\$71,310.20
		M					
		Edgar Kotokak	Second Mate — First or Second Year (see below)				
	H. Christoffersen						
	Keewatin						
2	Kuguluk	Master	\$64,610.00	\$455.00	\$5,005.00	\$5,384.17	\$74,999.17
		Chief Engineer	\$62,762.58	\$441.99	\$4,861.89	\$5,230.22	\$72,854.69
		Second Engineer	\$55,289.12	\$389.36	\$4,282.96	\$4,607.43	\$64,179.51
	Kelly Owayuak	Mate	\$55,289.12	\$389.36	\$4,282.96	\$4,607.43	\$64,179.51
			Second Mate - First or Second Year (see below)				
	3	Marjory	Master	\$61,585.40	\$433.70	\$4,770.70	\$5,132.12
Chief Engineer			\$59,730.88	\$420.64	\$4,627.04	\$4,977.57	\$69,335.49
Second Engineer			\$54,386.00	\$383.00	\$4,213.00	\$4,532.17	\$63,131.17
Radium Trader		Mate	\$54,386.00	\$383.00	\$4,213.00	\$4,532.17	\$63,131.17
			Second Mate — First or Second Year (see below)				
		Radium Prospector					

SCHEDULE "A" — WAGE RATES (cont'd)
142 Day Contract
Effective — November 1, 2008 — 4% Increase

4	Kakisa	Master	\$62,029.86	\$436.83	\$4,805.13	\$5,169.16	\$72,004.15
		Second Mates (2 nd Yr)	\$53,002.92	\$373.26	\$4,105.86	\$4,416.91	\$61,525.69
		Second Mates (1 st Yr)	\$51,250.64	\$360.92	\$3,970.12	\$4,270.89	\$59,491.65

Fit Out Rates Per Hour

	Regular	Overtime	Double Time
Master	\$37.83	\$56.75	\$75.66
Chief Engineer	\$37.83	\$56.75	\$75.66
En			
Mate	\$35.69	\$53.54	\$71.38
Second Mate	\$29.66	\$44.49	\$59.32

Cargo Handling Rates

Regular	\$30.61
Overtime	\$45.92

**SCHEDULE "A" — WAGE RATES
142 Day Contract**

Effective — November 1, 2009 — 4% Increase

Level	Vessel	Position	Basic	Daily Basic	Stats 11 x Daily	EDP	Total
1	Kitikmeot Pisurayak Kootook Nunakput Kelly Owayuak Jock McNiven	Master	\$74,663.60	\$525.80	\$5,783.80	\$6,221.97	\$86,669.37
		Chief Engineer	\$72,523.66	\$510.73	\$5,618.03	\$6,043.64	\$84,185.33
		Second Engineer	\$63,888.64	\$449.92	\$4,949.12	\$5,324.05	\$74,161.81
		Mate	\$63,888.64	\$449.92	\$4,949.12	\$5,324.05	\$74,161.81
2	Edgar Kotokak H. Christoffersen Keewatin Kuguluk	Second Mate — First or Second Year (see below)					
		Master	\$67,194.40	\$473.20	\$5,205.20	\$5,599.53	\$77,999.13
		Chief Engineer	\$65,273.14	\$459.67	\$5,056.37	\$5,439.43	\$75,768.94
		Second Engineer	\$57,500.06	\$404.93	\$4,454.23	\$4,791.67	\$66,745.96
		Mate	\$57,500.06	\$404.93	\$4,454.23	\$4,791.67	\$66,745.96
3	Marjory Sans Sault Radium Miner Radium Trader Radium Prospector	Second Mate - First or Second Year (see below)					
		Master	\$64,049.10	\$451.05	\$4,961.55	\$5,337.43	\$74,348.08
		Chief Engineer	\$62,120.74	\$437.47	\$4,812.17	\$5,176.73	\$72,109.64
		Second Engineer	\$56,561.44	\$398.32	\$4,381.52	\$4,713.45	\$65,656.41
		Mate	\$56,561.44	\$398.32	\$4,381.52	\$4,713.45	\$65,656.41
		Second Mate — First or Second Year (see below)					

SCHEDULE "B"

Northern Transportation Company Limited

Position: Mate (Effective November 1, 2005)
 Extra Duties Premium (EDP) Scale: One (1) Hour Per Day

Extra Duties Premium (EDP) Rate: \$32.68 / hour
 Cargo Rate: \$27.74 / hour
 Overtime Rate: \$41.61 / hour
 Annual Extra Duties Premium: \$5,162.65

Month	EDP Hrs.	EDP Cmpn./Mo.	EDP Cmpn./Accum.	Cargo Hrs. Wrkd.	Cargo Cmpn.	To Hrs. Wrkd.	To Cmpn.	Cargo & To Cmpn. Accum.	Excess Above Annual	Due End Month
May	\$12.00	\$392.16	\$392.16							
June	\$22.50	\$735.30	\$1,127.46	15	\$416.10			\$416.10		
July	\$23.25	\$759.81	\$1,887.27	30	\$832.20			\$1,248.30		
August	\$23.25	\$759.81	\$2,647.08	50	\$1,387.00	10	\$416.10	\$3,051.40		
September	\$22.50	\$735.30	\$3,382.38	60	\$1,664.40	20	\$832.20	\$5,548.00*	\$385.35**	\$385.35
October	\$15.00	\$490.20	\$3,872.58	5	138.70			\$5,686.70	\$524.05	\$138.70
TOTALS	\$118.50	\$3,872.58	\$3,872.58	160	\$4,438.40	30	\$1,248.30	\$5,686.70	\$524.05	

NOTE:

- This accumulated amount of cargo time and overtime earnings exceeds the applicable annual EDP at the end of this month which is prior to the end of the season.
- This amount equals total cargo time (\$5,548.00) less annual EDP (\$5,162.65) equals \$385.35

End of Season Payment and Reconciliation:

To Pay: EDP: \$5,162.65.
 To Pay: Cargo Time and TO in excess: \$524.05 less September payment of \$385.35 equals \$138.70.
 Note: For 142 day contract employees: the annual EDP is \$4,639.85.