

SOURCE	Union		
EFF.	98	01	01
TERM.	2003	01	31
No. OF EMPLOYEES	45		
NOMBRE D'EMPLOYÉS	JF		

**Collective Bargaining Agreement**

**Between**

**ALGOMA TANKERS LTD.**

**hereinafter referred to as**

**THE COMPANY**

**AND**

**SEAFARERS' INTERNATIONAL UNION OF CANADA**

**hereinafter referred to as**

**THE UNION**

**Effective** \_\_\_\_\_

**ENTERED**

1119 (a)

**CONDITIONAL AGREEMENT**

**BETWEEN ALGOMA TANKERS LTD. AND  
SEAFARERS' INTERNATIONAL UNION OF CANADA**

This contract between Algoma Tankers Ltd. (the "Company") and the Seafarers' International Union of Canada (the "Union") is conditional upon an Agreement being reached between the Company and Imperial Oil Ltd. for the purchase of one or more of Imperial Oil Ltd. tankers (the "Tanker Agreement").

This contract will come into force on the closing date, if any, of that Agreement. For the purposes of this contract, January 1, 1998 is used as a hypothetical closing date for the Tanker Agreement. The actual closing date, if any, will be substituted once it is agreed upon in the Tanker Agreement. The actual closing date of the Tanker Agreement may occur either side of January 1, 1998. However, it is agreed, for the purposes of contractual annual changes, they will come into effect January 1 of each year.

Signed at Montreal PQ, this 9<sup>th</sup> day of December, 19 97

ALGOMA TANKERS LTD.

Tom S. Boop

SEAFARERS' INTERNATIONAL UNION  
OF CANADA

Raman Gulam

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## **Article 1 PURPOSE AND SCOPE**

### **1. INTERPRETATION AND AMENDMENT**

1.01 The purpose of this Agreement is:

- (a) to establish terms and conditions of employment and related matters for Unlicensed Employees covered by this Agreement;
- (b) to establish a procedure for final settlement of differences concerning the interpretation, administration and application of alleged violations of any of the provisions of this Agreement.

1.02 A party proposing an amendment shall submit a written draft of the suggested amendment to the other party to the Agreement, along with a notice in writing of the suggested time and place of a joint meeting to discuss the proposal.

A party proposing an amendment under the foregoing provision shall give the other party at least (7) clear days notice.

Before any amendment to this Agreement, which has been agreed to by all parties, becomes operative it shall be reduced to writing, it shall state the effective date of the amended provision and it shall be executed in the same manner as the Agreement.

1.03 The Company acknowledges the Union as the sole bargaining agent for all Unlicensed Employees employed on vessels owned, operated or under bareboat charter, or otherwise effectively controlled by the Company either directly or indirectly.

1.04 The Company operates, owns, manages and/or bareboat charters ships capable of carrying liquid petroleum products in Canada, in both home trade voyages as well in foreign voyages as defined by the Canada Shipping Act. It is recognized by the parties that the bulk of the trade is in the Maritime Provinces.

1.05 Any notice required to be given to the Union pursuant to this Agreement shall be delivered or transmitted by fax to the Office of the Union, at 1333 St. Jacques Street, Montreal, Quebec, H3C 4K2, or at any other address which the Union may designate and which the Union shall notify the Company in writing; fax number (514)931-3667.

1.06 Any notice required to be given to the Company pursuant to this Agreement shall be delivered or transmitted by fax to the (address and telephone number to be determined).

## **Article 2 MANAGEMENT RIGHTS**

- 2.01 The Company has and shall retain the exclusive right to manage its business and direct its working forces in the most economical manner possible. The Company has the right to hire discipline and discharge for just cause, and promote Employees in accordance with the provisions of this Agreement.
- 2.02 The right of any Employee to employment with the Company will be conditional upon the Employee being medically fit to perform his/her duties and in possession of a medical fitness card. The Company reserves the right to require a medical examination of any present or future Employee at any time by a medical practitioner approved by the Canadian Coast Guard, and to require certification from a medical practitioner that the Employee or applicant for employment is medically fit to perform the duties of the job in question. Where the Company requires a present Employee to undergo a medical examination (apart from any examination required to maintain the Employee's medical fitness card), the Company will pay the fee charged for the examination.

## **Article 3 DISCRIMINATION**

- 3.01 The Company will not discriminate against an Employee because of membership in the Union or activity authorized herein on behalf of the Union or for exercising his/her rights under the Canada Labour Code or as provided by this Agreement.
- 3.02 The Union agrees not to intimidate or coerce or threaten Employees in any manner that will interfere with or hinder the effective carrying out of this Agreement and the principles contained herein, and will assist and co-operate with the Master and other Management representatives of the Company in maintaining discipline aboard ship.
- 3.03 The Company and the Union agree that they will not threaten, intimidate or unlawfully discriminate in the workplace against any Employee for reasons of race, national or ethnic origin, colour, religion, age, sex (including pregnancy and childbirth), marital status, family status, disability (as under the Canadian Human Rights Act), a conviction for which a pardon has been granted or political affiliation with a legitimate political party.

## **Article 4 MEMBERSHIP AND DUES DEDUCTION**

- 4.01 The Company agrees to retain in its employ only members in good standing of the Union. Such members shall, as a condition of employment, maintain their membership in the Union for the duration of this Agreement.
- 4.02 An Employee is deemed to be a member in good standing of the Union until the Union determines that the Employee is not in good standing pursuant to the Union's Constitution, Rules and Regulations, and until the Union gives notice in writing to the Company that the Employee is not in good standing.
- 4.03 The Union shall indemnify the Company, its vessels, Employees, servants and agents and hold it or any of them harmless against any and all suits, claims, demands and liabilities that arise out of or by reason of any action taken by it, them or any of them for the purpose of complying with the provisions of this section or that arise out of or by any reason of reliance by it, them or any of them on any list or notice furnished to the Company by the Union pursuant to the provisions of this section, or by reason of compliance by the Company with provisions of Article 4.11 (Dues Deduction).
- 4.04 The Company recognizes the Union as the primary source of employment for all Employees covered by this Agreement and will make all requests for Employees from the office or sub-office of the Union. Such requests shall be confirmed in writing or fax and shall specify whether the job is permanent or relief and the position and qualifications required.
- 4.05 The Company and the Union agree that where the Union fails or is unable to fill a request for replacement personnel acceptable to the Company within forty-eight (**48**) hours of the receipt of the Company's request, the Company shall be free to engage such personnel through any other available source
- 4.06 Any person not a member of the Union shall within thirty (30) days of employment make application for membership in the Union.
- 4.07 The actual selection and hiring of Employees shall be at the discretion of the Company. Employees who are not accepted by the Company must be notified in writing of the reason of rejection, with a copy provided to the Union. The Company shall only be required to show that it acted reasonably in judging the employee unsuitable for employment.
- 4.08 When an Employee is dispatched on a ship upon the Company's request, and is refused by the Master for just cause, this Employee shall be paid out of pocket transportation expenses to and from the vessel and one days pay.
- 4.09 The Union agrees that membership in the Union shall not be denied, suspended or terminated for any reason other than in accordance with the Constitution, Rules and Regulations of the Union.
- 4.10 Should the Company require an Employee to present himself/herself for an employment interview at the Company's office, or any other location not in the vicinity of the Employee's residence, he/she will be reimbursed for reasonable traveling expenses according to the Company's travel expense policy.

- 11 The Company agrees to deduct from the wages of each Employee the monthly dues and/or assessments and/or initiation fees and/or any other amounts as specified by the Union. The deductions will be made from the Employees first paycheque of each month and remitted to Union Headquarters by the end of each calendar month in which the deduction was made. The Union will notify the Company of the amount of regular monthly dues and of any changes in that amount. At least thirty (30) days notice of any change in the amount to be deducted by the company shall be provided in writing.

## **Article 5 UNION REPRESENTATION**

- 5.01 The Union agrees to notify the Company in writing of the names of its officers and to inform the Company in the same manner of any changes and thereafter, the Company shall conduct all its dealings with the Union through these designated representatives.

## **Article 6 BOARDING OF VESSELS**

- 6.01 The Company agrees to issue passes to authorized representatives of the Union for the purpose of consulting with the Employees aboard vessels of the Company covered by this Agreement in respect to Union business.
- 6.02 Authorized representatives of the Union may board, and remain on board, the vessels only while they are in port. Arrangements to board a vessel must be made through the Company's office, on reasonable notice. Any Union representative boarding a vessel must immediately report to the Master or his/her designate. While onboard, Union representatives may confer with Employees, but otherwise may engage in discussion only with the Master in respect of any dispute or grievance. Union representatives shall not have the right to interfere in any way with the operations of the vessel.
- 6.03 The Company upon receiving a waiver, in a form satisfactory to the Company, of any claim for any damage resulting from any accident or injury in or about Company property, shall thereupon issue a pass to each such representative enabling him/her to board the Company's vessels while in port for the purpose set out in this Section. In the event the Union withdraws the privilege of boarding Company vessels from the designated Union representative, the Union undertakes to notify the Company to revoke such pass.
- 6.04 The Union representative shall not violate any provision of this Agreement or interfere with the Employees aboard the vessel or retard the work of the vessel, subject to the penalty of revocation of the pass granted by the Company pursuant to this Section.
- 6.05 The Company assumes no responsibility for securing passes to or through property owned or controlled by others, but the Company agrees to co-operate with the Union in securing such passes.



## **Article 7 LABOUR-MANAGEMENT COMMITTEE**

- 7.01 The Company and the Union agree to form a Labour-Management Committee consisting of senior Company and Union representatives to provide a forum for the discussion of any issue except matters which have been made the subject of grievance/arbitration procedure.
- 7.02 The Labour-Management Committee will meet at least three (3) times each calendar year, but can also meet at the request of either party.
- 7.03 The parties will agree in advance on the agenda for each meeting. Minutes will be kept, circulated after each meeting, and signed off by the parties.

## **Article 8 DEFINITIONS**

- 8.01 In this Agreement "Day" means a twenty-four (24) hour day commencing at 0000 hours one day and ending at 2400 hours on the same day.
- 8.02 In this Agreement words importing male persons include female persons and corporations, words in the singular include the plural and words in the plural include the singular.
- 8.03 In this Agreement where a number of days expressed to be "Clear Days" is prescribed, both the first day and the last day shall be excluded.
- 8.04 In this Agreement "Employee" means an Employee in the Unlicensed bargaining unit covered by this Agreement.
- 8.05 In this Agreement "Vessel" or "Ship" or "Company Vessel" means a ship owned, operated or bareboat chartered by the Company.
- 8.06 In this Agreement "Year of Service" means a period consisting of twelve (12) months.
- 8.07 In this Agreement "CPI" means Consumer Price Index.
- 8.08 In this Agreement "Company" means Algoma Tankers Ltd.
- 8.09 In this Agreement "Union" means the Seafarers' International Union of Canada.

## Article 9 PROBATIONARY EMPLOYEES

- 9.01 An Employee shall be considered to be a probationary Employee until he/she has been employed by the Company in the bargaining unit for a period of ninety (90) days working on a vessel. During the period of probation, the Employee's suitability for permanent employment will be assessed by the Company.
- 9.02 At any time during the period of probation, an Employee may be released by the Company if the Company judges the Employee unsuitable for permanent employment. In the event a probationary Employee grieves his/her release, the Company shall only be required to show that it acted reasonably in judging the Employee unsuitable for permanent employment with the Company.
- 9.03 Any days previously worked for the Company by an Employee on a relief basis will be counted towards the ninety (90) day probationary period.

## Article 10 SENIORITY

- 10.01 For the purpose of this Agreement, seniority is the total length of continuous service with the Company as an Employee.
- 10.02 If two or more Employees have the same seniority date, the Employee first dispatched from the Union's dispatch hall shall be deemed to have the most seniority.
- 10.03 The Company will prepare and post on appropriate bulletin boards, by January 15 of each year, listings showing the seniority of Employees. One copy of these listings will be sent to the Union.
- 10.04 In the event an employee is promoted to a position outside this bargaining unit, he/she will continue to accrue seniority for a period of six (6) months from the date of promotion, at the conclusion of which time he/she must either return to his/her former position in this bargaining unit or renounce his/her seniority in this bargaining unit
- 10.05 An Employee shall lose his/her seniority standing and shall have his/her name removed from all seniority lists in any one of the following cases:
- a) where the Employee voluntarily quits;
  - b) where the Employee is discharged for cause;
  - c) where the Employee is laid off and fails to return to work within fifteen (15) days after the Company has delivered written notice to him/her and to the Union by prepaid registered post advising him/her to return to work;
  - d) where an Employee has been laid off because of lack of work for a continuous period of more than twenty-four (24) months.

- 10.06 In the selection of Employees for promotion within the bargaining unit, where ability and qualifications are equal, seniority will be the determining factor.
- 10.07 Notwithstanding any other provisions contained in this Agreement, the Company may at its discretion promote a Company Employee in order to fill a temporary vacancy for a period not exceeding sixty (60) days, but at or before the expiry of that sixty (60) day period, the Company shall fill the vacancy in accordance with the express provisions of this Agreement.

## **Article 11 LAYOFF AND RECALL**

- 11.01 The Company agrees that in matters relating to the selection of Employees for layoff and recall, where ability and qualifications are equal, departmental seniority within the fleet will be the determining factor. If the Company must reduce the size of the workforce in any given department, the Employee who has held a position in that department for the least amount of time will be the one laid-off, and recall will be in reverse order of layoff.
- 11.02 Notice of layoff will be given in accordance with the provisions of the Canada Labour Code.
- 11.03 **An** Employee who is laid off will retain his/her seniority and the right to recall for work for a period of twenty-four (24) months from the date of layoff provided he/she reports to the Company for work when recalled. An Employee who is recalled in conformity with the provisions of this Agreement and does not report for work within 15 days will have his/her employment terminated for just cause.
- 11.04 Notice of recall will be by telephone and will be provided at least seventy-two (72) hours in advance of the scheduled report time unless exceptional circumstances do not permit this. It is the responsibility of the Employee to ensure that the Company **is** always advised of how best to contact the Employee for purposes of recall from layoff.

## **Article 12 TOURS OF DUTY AND HOURS OF WORK**

- 12.01 The Union and the Company agree that a "Tour of Duty" be a minimum of twenty-five (25) days and maximum of thirty-five (35) days on board ship, followed by approximately thirty (30) days off the ship, acknowledged as a thirty (30) day on and off system. For every day worked, an Employee is credited with one day's leave. The company will do everything possible to maintain this schedule but reserves the right to extend or shorten this schedule to allow the vessel to reach the port determined by the Company to be appropriate for Employees to leave or join the vessel. Tour of Duty may be extended beyond thirty-five (35) days with the consent of the Company, the Employee and the Union.
- 12.02 Employees shall work a twelve (12) hour day each day of the week. Employees shall be expected to work any hours necessary to operate, overhaul, or otherwise preserve the safety, efficiency, and operation of the vessel and crew. **An** Employee may make a written request to extend his/her tour of duty in order to accumulate a longer period of leave. Approval will be at the discretion of the Company and will be subject to operational considerations, but not to the detriment of another Employee wishing to return to work.
- 12.03 Day working Employees will work twelve (12) hours per day on a "flex hour schedule. "Flex hour" means that normal working hours can be adjusted to meet the requirement of the job. However, if more than twelve (12) hours of work is required during a Day, the excess hours qualify as overtime and overtime provisions apply. Nothing in this Article shall be construed as to change past practice.
- 12.04 A minimum of seven (7) days' notice in writing must be given to the Master by an Employee intending to take leave. However, having regard to the need of the Company to be able to continue to operate its vessels with sufficient qualified Employees at all times, the right to begin a period of leave is conditional upon the approval of the Company. Such approval will not be unreasonably withheld.
- 12.05 Where Employees are required work six (6) and six (6) shifts, shifts shall be as assigned by the Master with due consideration given to seniority and ability.
- 12.06 Should an Employee fail to report for duty as scheduled, the Employee he/she was to replace must remain on duty until a substitute is secured. The extra hours worked by the Employee remaining on watch will be owed to him/her by the Employee who was missing from his/her watch and must be repaid.
- 12.07 When a vessel is at a dock, an Employee may leave the vessel but must return to the vessel not less than thirty (30) minutes prior to his/her assigned shift or to the time of sailing, whichever comes first. The time of sailing will be posted on the notice board.
- 12.08 With the prior approval of the Master or Chief Engineer, which shall not be unreasonably withheld, an Employee may, while the vessel is in port or at anchor, make private arrangements with other Employees to exchange watches thereby enabling him/her to go ashore. There shall be no additional cost to the Company as a result of any such exchange of watches.

- 12.09 If an Employee misses a vessel due to the fact that it sails before the posted sailing time, he/she will notify the Master by telephone within two (2) hours of the original posted sailing time, and if the Employee joins the vessel at the first point where it can be boarded, he/she will be reinstated and reimbursed his/her transportation costs to the vessel, provided he/she notifies the Master as soon as possible of his/her intention to rejoin the vessel. There will be no break in service of the Employee under these circumstances.
- 12.10 If an Employee misses a vessel due to circumstances for which he/she cannot be held responsible, he/she will be reinstated provided he/she promptly notifies the Master or the Company's office of his/her intention to rejoin the vessel and rejoins the vessel at the first point where it can be boarded. All transportation costs will be borne by the Employee.
- 12.11 Maintenance work is hereby defined as painting, chipping, soogeeing, scraping or repairing ship's gear. Deck maintenance work, except when concerned with the safe navigation of the vessel, shall be performed between 06:00 and 18:00 hours.

### **Article 13 RATES OF PAY AND PAID LEAVE SYSTEM**

- 13.01 An Employee will be entitled to one day's leave for each full day worked on board ship.
- 13.02 Each Employee will receive a **regular bi-monthly pay cheque** while on board ship and while on shore leave. The amount will be based on one half (1/2) of the Earnings per Day Worked plus vacation pay. The Earnings per Day Worked rate represents compensation for the following:
- (a) While on tour of duty, eight (8) working hours per day paid at the Employee's Regular Wage Rate;
  - (b) While on tour of duty, four (4) working hours per day paid at the Employee's Overtime Wage Rate;
  - (c) Pay for the following Statutory Holidays:

New Year's Day	January 2nd	Good Friday
Easter Monday	Victoria Day	First Monday in June
Canada Day	First Monday in August	Labour Day
Thanksgiving Day	Remembrance Day	
Christmas Day	Boxing Day	

Position	Regular Hourly Wage Rate	Overtime Hourly Wage Rate	Daily Statutory Premium	Earnings Per Day Worked	Calendar Daily Rate Paid
GP Foreman	\$17.66	\$26.49	\$16.35	\$263.61	\$131.81
GP Watchkeeper	\$15.44	\$23.16	\$14.30	\$230.46	\$115.23
Cook	\$20.03	\$30.04	\$18.55	\$298.96	\$149.48
Electrician	\$20.97	\$31.46	\$19.42	\$313.03	\$156.51

13.04 The Earnings per Day Worked shall be calculated as follows:

Earnings per Day Worked = (Regular Wage Rate x 8 hours)  
+ (Overtime Wage Rate x 4 hours)  
+ (Daily Statutory Premium\*).

\* Daily Statutory Premium = (6% Statutory Days Worked and paid at 12 hrs at 1½) (=117)  
+ (6% Statutory Days on Leave and paid at 8 hours basic) (=52)  
x Hourly Wage Rate  
÷ Total Annual Days Worked (365÷2=182.5)

13.05 Effective January 1, 1999, January 1, 2000, January 1, 2001, and January 1, 2002 the wage rates shall be increased by three percent (3%). Additionally if the CPI covering the previous twelve (12) month period ending December 31 exceeds three percent (3%), the wage rates shall be increased by fifty percent (50%) of the difference between the actual CPI and three percent (3%).

## Article 14 EXTRA - OVERTIME

14.01 All hours worked in excess of twelve (12) hours in a day will be considered Extra Overtime and will be paid at the Overtime Hourly Wage Rate as per Article 13. Any portion of the first hour worked in excess of twelve (12) hours will be paid as a full hour and on the one-half (1/2) hour thereafter.

14.02 Extra Overtime will be recognized only when it has been approved by the Master in writing prior to the overtime being worked.

14.03 No employee shall be required to perform more than sixteen (16) hours of continuous work, excluding meal hours, in a twenty-four (24) hour period.

14.04 The Master will ensure that Overtime work is distributed equitably among the Employees.

14.05 Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of or rendering assistance to other vessels, lives, property or cargoes, will be performed at any time on immediate call by all Employees and notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event will overtime be paid for the work performed in connection with these emergency duties of which the Master will be the sole judge. Further, the Master may, whenever he/she deems it advisable, require any Employee to participate in lifeboat or other emergency drills without incurring overtime.

## Article 15 MEALS

- 15.01 Employees who are entitled to meals while on Company business will be reimbursed upon submission of bona fide receipts for reasonable costs incurred by them in the purchase of meals when the Company is unable to provide the Employee with a meal(s) on board a ship. Allowable costs for such meals are stated in Article 18.07.
- 15.02 All Employees shall be permitted 1/2 hour free from work for the purpose of eating each meal.

## Article 16 WAGE ADMINISTRATION

- 16.01 The basic rates of pay for the Employees covered by this Agreement shall be as set forth in the wage schedules in Article 13.
- 16.02 When an Employee is temporarily assigned by the Master to a higher paid position, for a period of at least one (1) shift, for the purpose of replacing an Employee who is injured, sick or absent, the Employee will receive the rate of the position to which he/she **has** been temporarily assigned by the Master. If assigned to a lower paid position for the purpose of replacing an Employee who is injured, sick, or absent, the Employee will continue to receive the rate of his/her regular position rather than the lower rate of the position to which he/she has been temporarily assigned.
- 16.03 Wages will be paid by way of direct deposit into the Employee's bank account no later than two days following the end of each pay period. The pay stub will be sent to the Employee aboard the vessel. Each Employee must provide the Company with an authorization for direct deposit and all relevant banking information and any changes thereto.

## Article 17 VACATION PAY

- 17.01 An Employee having completed less than one (1) full year of service with the Company shall receive vacation pay monthly equal to four percent (4%) of his/her gross wages on the basis of thirty (30) days on and thirty (30) days off.
- 17.02 An Employee having completed one (1) but less than five (5) full consecutive years of service with the Company shall receive vacation pay monthly equal to five (5%) of his/her gross wages on the basis of thirty (30) days on and thirty (30) days off.
- 17.03 An Employee having completed five (5) but less than ten (10) full consecutive years of service with the Company shall receive vacation pay monthly equal to seven percent (7%) of his/her gross wages on the basis of thirty (30) days on and thirty (30) days off.
- 17.04 An Employee having completed ten (10) or more full consecutive years of service with the Company shall receive vacation pay monthly equal to nine percent (9%) of his/her gross wages on the basis of thirty (30) days on and thirty (30) days off.
- 17.05 A year of service commences from hire to anniversary date and in accordance with the preceding clauses of this Article, the percentages shall change effective one (1) day **after** anniversary date.
- 17.06 Vacation pay is accumulated during the thirty (30) day work period and paid equally on the basis of thirty (30) days on and thirty (30) days off. (ie: continues uninterrupted during on and off periods).

## Article 18 TRANSPORTATION COSTS

- 18.01 Upon joining or leaving the vessel for leave or work periods, the Company agrees to pay the Employee reasonable transportation costs to and from his/her home and the ship. These costs are to include first class surface passage or economy air fare or two way car allowance where public transport is not available and meals and berth. The car allowance will equal thirty-three cents (\$0.33) per kilometre.
- 18.02 To be eligible to have the Company pay the transportation costs, the Employee must complete his/her assigned tour of duty. If an Employee quits or is dismissed for cause, transportation costs will not be paid by the Company.
- 18.03 An Employee shall be given forty-eight **(48)** hours notice prior to joining his/her vessel. The Employee will be paid for the day of travel providing he/she works a minimum of one four hour shift on the traveling day.
- 18.04 In the event that an Employee is transferred by the Company from one vessel to another vessel of the Company, the Company shall continue to pay the Employee his/her regular lay-day rate of pay, and benefits, and reasonable expenses during the time period necessary to enable him to make his/her transfer.
- 18.05 In the event an Employee is injured or becomes ill and a medical doctor determines that he/she must leave the vessel as a result, the Company will pay the Employee's cost of transportation to the hospital or to the Employee's residence.
- 18.06 If the Company requests an Employee to attend to any Company business, without limiting the generality of the foregoing, it will be without loss of pay or benefits and the Company shall reimburse the Employee for all reasonable expenses incurred by him/her upon production of acceptable receipts and vouchers.
- 18.07 The maximum allowable rate for meals shall be thirteen dollars (\$13.00) per meal exclusive of taxes and seventy-five dollars (\$75.00) per room, exclusive of taxes supported by receipts

## Article 19 EMPLOYEE RESIGNATION

- 19.01 When an Employee decides to resign from employment with the Company, he/she must give the Master a minimum of forty-eight **(48)** hours notice in writing.
- 19.02 The Company will not pay the cost of transportation from the vessel to an Employee's home where an Employee resigns while working on board a vessel. Should an Employee work less than fifteen (15) days of his/her scheduled tour of duty, the Company shall be entitled to recover all related expenses incurred while joining the vessel. If the ship is trading outside of Canadian waters and the Company is required to repatriate the Employee, the cost of repatriation will be deducted from the Employee's pay cheque.



## **Article 20 LEAVES OF ABSENCE**

- 20.01 **An** Employee who has completed the probationary period, will be granted bereavement leave when death occurs to a member of his/her immediate family, that is, his/her father, mother, spouse, child, brother, sister, parents-in-law and grandparents. The Employee granted leave to attend the funeral will be paid at his/her basic rate for time lost up to a maximum of five (5) days. The Company will pay transportation costs from the vessel to the Employee's home under these circumstances.
- 20.02 Employees will be entitled to reasonable leave of absence without pay in the event of either illness or injury to himself/herself or a member of his/her immediate family.
- 20.03 Employees will be entitled to child care leave in accordance with the provisions of the Canada Labour Code.
- 20.04 Claims for leave under this Article must be supported by proper medical or bereavement evidence upon returning to the vessel, otherwise the Employee forfeits his/her right to employment with the Company.
- 20.05 An Employee returning from leave under Article 20.01 or Article 20.02 will notify the Company's office seventy-two (72) hours in advance of the time he/she is ready to return to the vessel.
- 20.06 The Company will assist in providing adequate time off without pay for Employees wishing to attend school to either maintain their present qualifications or upgrade their certifications, when mutually agreed and in the best interest of the Company.

## **Article 21 HEALTH AND SAFETY**

- 21.01 Shipboard Safety Committee, having at least one Union representative on it, shall be established to promote safe and healthy working conditions for the persons employed on vessels of the Company. The Committee shall hold meetings as necessary but no later than every three (3) months unless both parties agree to postpone or cancel a meeting. Minutes of the meetings will be kept and forwarded to the Company's Safety Officer for information and circulation.
- 21.02 All safety regulations which are or come into effect by the Company shall be strictly adhered to by each Employee. Failure of an Employee to comply with safety regulations may be cause for dismissal.
- 21.03 No animals or pets will be permitted on board a ship.

## **Article 22 DRUG AND ALCOHOL POLICY**

- 22.01 The Union and the Employees recognize that the Company must have a “zero tolerance” drug and alcohol policy in place in order to transact business with the major oil companies.
- 22.02 The details of this policy may change from time to time on advance notice to the Union and the Employees but the primary elements of the policy (which is equally applicable to all members of the vessel crews) are:
- a) there will be no drugs or alcohol permitted on board any of the Company’s vessels at any time.
  - b) Employees returning to the vessel from any shore leave must be in a sober condition; and
  - c) failure to comply with the policy may result in discipline, up to and including dismissal.

## **Article 23 FAMILY VISITATION**

- 23.01 With the prior approval of the Master, which will not be unreasonably withheld, an Employee may, only while the vessel is in port, bring his/her spouse and family aboard for a visit, with the exception of children under twelve (12) years of age. Immediately upon coming on board, the Employee and his/her family members must sign a waiver releasing the Company from all liability and while on board must observe the Company’s safety policy.

## **Article 24 DISCIPLINE**

- 24.01 No Employee shall receive a written reprimand or warning, be suspended or be dismissed, except for just cause.
- 24.02 Whenever a meeting between the Company and an Employee is held for the purpose of imposing discipline, or to investigate a matter which could result in the discipline of that Employee, the ship's delegate or, if the Employee in question is the ship's delegate, another Employee, will be present where possible. The Company, when dismissing an Employee, shall give that Employee notice in writing of his/her dismissal and the reasons for the dismissal.
- 24.03 The Company agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of an Employee, the existence of which the Employee was not aware at the time of filing or within a reasonable period thereafter.
- 24.04 Disciplinary information which may have been placed in the personnel file of an Employee shall not be relied on for disciplinary purposes after twenty four (24) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. Upon written request of an Employee, the personnel file of that Employee shall be made available once per year for the examination in the presence of an authorized representative of the Company.
- 24.05 Refusal of any Employee to work as directed or to obey lawful orders of his/her superior Employees may be grounds for summary dismissal. Any Employee who leaves a vessel without being properly relieved will forfeit his/her job with the Company.

## **Article 25 MARINE DISASTER**

- 25.01 An Employee who, while employed by the Company, suffers loss of clothing or other personal effects of any kind because of marine disasters or shipwreck, shall be compensated by the Company for such a loss, up to a maximum of three thousand, five hundred dollars (\$3,500.00).
- 25.02 An Employee or his/her estate making a claim under this section shall submit reasonable proof to the Company of the actual loss he/she has suffered.

## **Article 26 GRIEVANCE PROCEDURE**

26.01 In the event a grievance arises on a vessel of the Company as to the interpretation or application of or in compliance with the provisions of this Agreement, including without limiting the generality of the foregoing, a grievance in respect to wages, hours of work or conditions of employment of any Employee, there shall be no interruption or impeding of work, and the parties shall endeavour to settle the grievance in the following manner:

a) **STEP ONE**

An Employee who believes he has a grievance must discuss that grievance with the Master, and if no satisfactory solution is achieved, he must submit that grievance in writing to the Master of the vessel within ten (10) days of its alleged occurrence. The Master must reply to the written grievance within ten (10) days of its receipt. If the Master is not living aboard or is not available, such grievance must be submitted directly to the Company within the same time limit of its alleged occurrence. The Company must reply to the written grievance within ten (10) days of its receipt.

b) **STEP TWO**

If no settlement is reached in Step One, the Union representative acting on the Employee's behalf must within thirty (30) days from the date the Master replied under Step One, meet with a Company representative in order to discuss the grievance, and if possible, to achieve a settlement. The Company representative shall render his decision in writing.

c) **STEP THREE**

If no settlement is reached in Step Two, either party must indicate its intention to proceed to arbitration by notifying the other party by registered mail within ten (10) days of receipt of the decision in Step Two.

26.02 Notwithstanding any other provisions of the Agreement, if the Company or any of its representatives fail or refuse to comply with any step or condition of the grievance procedure set out in Article 26.01, the Union, acting on behalf of an Employee, may submit the grievance at once to arbitration in the manner set out in Article 27.

26.03 If there is a grievance which is the same for a number of Employees of a Company, such a grievance shall be presented directly to a representative of the Company involved. If no settlement can be reached between this representative and a representative of the Union, the matter may then be submitted to arbitration as per Step Three. The results of such arbitration shall be binding on the Company, the Union and all persons concerned with the particular grievance involved.

26.04 Upon request of the grieving Employee, the Ship's delegate shall assist in the grievance procedure. He shall not be subject to discipline for assisting the griever in the grievance procedure, provided such assistance does not interfere with the operation of the ship.

## **ARTICLE 27 ARBITRATION PROCEDURE**

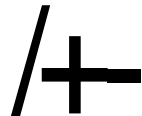
- 27.01 In the event any difference arises between the Company and The Union as to the interpretation, alleged violation or application of or compliance with this Agreement or as to any grievance or dispute arising out of the operation of Article 26 of this Agreement the difference may be submitted to arbitration pursuant to the terms of this section.
- 27.02 Arbitration of any difference arising under Article 27.01 shall be submitted to a single arbitrator jointly selected by the Union and the Company. This selection shall be made within ten (10) days after the request for arbitration has been made by either party to this Agreement. In the event that the parties fail within the said ten (10) day period to agree upon the selection of an arbitrator, the matter may be referred by either party to the Minister of Labour for Canada who shall select and designate the arbitrator.
- 27.03 In the event the selected arbitrator is unable to serve by reason of death, incapacity or resignation, or for any other reason, his replacement shall be appointed in the same manner as is provided herein for the appointment of the first arbitrator.
- 27.04 A statement of the dispute or question to be arbitrated shall be submitted by the grieving party to the arbitrator within five (5) days of his appointment. The arbitrator shall convene the parties within ten (10) days following his appointment unless a delay is agreed to by the parties, and the arbitrator shall render his decision as soon thereafter as possible.
- 27.05 The decision of the arbitrator shall be limited to the dispute or question contained in the statement or statements submitted to him. The decision of the arbitrator shall not change, add to, vary or disregard any conditions of this Agreement. The decision of the arbitrator which are made under the authority of the Arbitration Article shall be final and binding upon the Company, the Union and all persons concerned.
- 27.06 The expenses, fees and costs of the arbitrator shall be paid by the party to this Agreement found to be in default upon the arbitrator's resolution of the grievance or, if the arbitrator resolves the grievance in such a way that neither side shall be found wholly in the right, then the arbitrator shall also establish the proper split of the expenses, fees and costs between the two parties in the proportion appropriate to the share of responsibility that each side had in the production of the grievance.

## Article 28 STRIKES AND LOCKOUTS

- 28.01 The Union and the Company declare it to be their common intention that all controversies shall be resolved amicably in accordance with the provisions of this Agreement, and to this end:
- a) the Union agrees that there shall be no strikes, slowdowns or stoppages of work for any cause; and
  - b) the Company agrees that there shall be no lockout for any cause during the term of this Agreement.
- 28.02 The Company will not expect the Employees to cross a lawful picket line in a industry related to the business of the Company nor to perform the work of the people on strike. However, Employees will be expected to remain on board the vessel and perform their regular duties.

## Article 29 GENERAL PROVISIONS

- 29.01 Nothing in this Agreement will be construed so as to affect the obligations of the parties under the provisions of the Canada Shipping Act, or other legislation, or to impair in any manner whatsoever the authority of the Master.
- 29.02 Where Employees are displaced due to automation, mechanization, permanent reduction in the number of Employees because of the sale of a vessel, or a layoff, recall and severance will be determined as follows:
- a) Employees with less than three (3) year's seniority with the Company shall have their employment terminated and will be entitled to severance pay equal to five (5) day's basic pay at eight (8) hours per day per year of service with the Company calculated at the date of termination of employment.
  - b) Employees with at least three (3) year's seniority with the Company will be laid off and remain on the recall list pursuant to the provisions of **Article 11**, with entitlement to be placed on other vessels as vacancies occur provided they are qualified to perform the available work.
  - c) Should an Employee not be offered a placement on another Company vessel during the time he/she is on the recall list, his/her employment will terminate and he/she shall be entitled to severance pay equal to five (5) day's basic pay per year of service with the Company calculated at the date of layoff



**Article 30 DURATION AND RENEWAL**

- 30.01 This Agreement shall take effect the 1st day of January, 1998, and shall remain in full force and effect until the 31st day of January, 2003, and shall, without further act of the parties be renewed from year to year thereafter, unless written notice of desire to amend, modify or cancel any term hereof is given by either party to the other, not later than one hundred and twenty (120) days prior to the expiry of this Agreement.
  
- 30.02 In the event neither party gives notice to reopen one hundred and twenty (120) days prior to expiry, allowing the Agreement to continue on a year to year basis, either party may give written notice of desire to amend, modify or cancel any term thereof one hundred and twenty (120) days prior to the anniversary date, in any year, in which case this Agreement shall terminate on the anniversary date in that year.

IN WITNESS WHEREOF the parties hereto have signed this Agreement

Signed at Montreal P.Q., this 9<sup>th</sup> day of December, 1997.

ALGOMA TANKERS LTD.

Tim Dod

SEAFARERS' INTERNATIONAL UNION  
OF CANADA

Roman Gulev

## APPENDIX "A"

### BETWEEN ALGOMA TANKERS LTD. AND THE SEAFARERS' INTERNATIONAL UNION OF CANADA

#### *Clothing Policy*

This will confirm that the Company will continue to apply its clothing policy to the Employees covered by this Collective Agreement.

Pursuant to the policy, the Company supplies one (1) pair of coveralls to each new Employee at the time the Employee first goes to work on a vessel, and thereafter two (2) additional pairs of coveralls during the first twelve (12) months of employment. Subsequently, coveralls are replaced as needed to a maximum of three (3) pairs of coveralls per year, one of which will be insulated if the ship is trading in Canada.

**Each** Employee, **upon** completion of one years service with the Company **and** at the completion of each subsequent year of service, is paid a safety footwear allowance of eighty-five (\$85.00) dollars. Effective January 1, 2001 this allowance will increase to ninety-five (\$95.00) dollars.

Signed at Montreal P.Q., this 9<sup>th</sup> day of December, 1997.

ALGOMA TANKERS LTD.

Tim Doof

SEAFARERS' INTERNATIONAL UNION  
OF CANADA

Erman J. J. J.



**APPENDIX "B"**

**BETWEEN ALGOMA TANKERS LTD. AND  
THE SEAFARERS' INTERNATIONAL UNION OF CANADA**

***Define new employees and inherited rights.***

It is agreed that if and when the Company and Imperial Oil Ltd. reach an Agreement for the purchase of one or more of Imperial Oil Ltd. tankers, the Union will be provided with a list of Imperial Oil Ltd Employees formerly employed with Imperial Oil Ltd. ("New Employees") who have been offered and who have accepted a position with the Company.

It is further agreed that the Union will accept those Employees as full members of the Union with seniority earned as an Imperial Oil Ltd employee carried over to the Company.

It is also agreed that these New Employees will not be charged initiation fees, other than those required by federal law, and that any waiting periods (including those for pension and benefits) normally required for new members of the Union will be waived.

Signed at Montreal P.Q., this 9<sup>th</sup> day of December, 1997

ALGOMA TANKERS LTD.

Tim Doog

SEAFARERS' INTERNATIONAL UNION  
OF CANADA

Ronald J. G. G. G.

## APPENDIX "C"

### BETWEEN ALGOMA TANKERS LTD. AND THE SEAFARERS' INTERNATIONAL UNION OF CANADA

#### *Manning Scale*

The Company agrees that effective the date of signing of the first Collective Agreement, the manning scale for each of the vessels defined in the Tanker Agreement will be as follows for the life of the Collective Agreement and will not be reduced without the agreement of the Union:

G.P Foreman	1
G.P Seaman	4
Chief Cook	1
<b>TOTAL</b>	<b>6</b>

A Fleet Electrician will form part of the ships' permanent complement on a rotating basis. He will be transferred ~~from~~ ship to ship as required by Company Management.

In the event the Company acquires new vessels requiring different manning levels than the existing vessels, the Company will discuss such manning levels with the Union prior to commencing the operation in Canadian waters of any such vessel.

Signed at Montreal PQ, this 9<sup>th</sup> day of December, 1997

ALGOMA TANKERS LTD.

Tin Doop

SEAFARERS' INTERNATIONAL UNION  
OF CANADA

Roman Gulen

**APPENDIX "D"**

**LETTER OF UNDERSTANDING**

**BETWEEN ALGOMA TANKERS LTD. AND  
THE SEAFARERS' INTERNATIONAL UNION OF CANADA**

***Seafarers' Medical Plan Contribution***

The Company agrees to identify those Imperial Oil Employees who will become Company Employees and who are presently covered under an Imperial Oil Health and Benefits package. A one time payment of \$645.60 will be made by the Company on behalf of each of those Employees to the Seafarer's Medical Plan. This payment will be made on the day this contract comes into effect. The contract comes into effect upon the closing date of the Tanker Agreement as defined in the "Conditional Agreement" Letter attached to this document.

The above amount represents the cost of the one hundred and twenty (120) day qualifying period required of new members of the Seafarers' Medical Plan.

Signed at Montreal PQ, this 9<sup>th</sup> day of December, 1997

ALGOMA TANKERS LTD.

SEAFARERS' INTERNATIONAL UNION  
OF CANADA

Tim Doof

Roman Gul

**APPENDIX "E"**  
**LETTER OF UNDERSTANDING**

BETWEEN ALGOMA TANKERS LTD. AND  
THE SEAFARERS' INTERNATIONAL UNION OF CANADA

**FRINGE BENEFITS**

**MEDICAL PLAN**

The Company agrees to make monthly contributions, described hereafter, to the Seafarers' Medical Plan:

- a) From January 1, 1998 to December 31, 1999, \$5.38 a day for each employee per payroll day.
- b) From January 1, 1999 to December 31, 1999, \$5.51 a day for each employee per payroll day.
- c) From January 1, 2000 to December 31, 2000, \$5.64 a day for each employee per payroll day.
- d) From January 1, 2001 to December 31, 2001, \$5.77 a day for each employee per payroll day.
- e) From January 1, 2002 to December 31, 2002, \$5.90 a day for each employee per payroll day.
- f) Where a member is entitled to draw benefits under the Seafarers' Medical Plan, the Company agrees to continue Seafarers' Medical Plan contributions during any period the employee is off work as a result of compensable disability or illness up to a period of twenty-four (24) months for the same compensable disability or illness.

**PENSION PLAN**

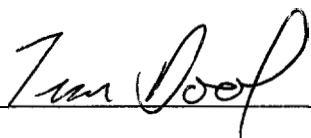
- a) All Permanent Employees will belong to the Company Pension Plan which will be a "Money Purchase" type plan.
- b) Effective January 1, 1998 the company shall pay into the Plan, on behalf of each Permanent Employee, in addition to his/her regular pay, seven (7 %) per cent of the Employee's basic Regular Hourly Wage Rate for twelve (12) hours per payroll day. Effective January 1, 1999, this rate will increase to seven and one-half (7½ %) per cent.
- c) Each Employee shall have an option to contribute an amount equal to that remitted by the Company.
- d) Temporary or relief Employees will have the same amount contributed on their behalf to the Seafarers' International Union Pension Plan.

## "IRING SERVICES

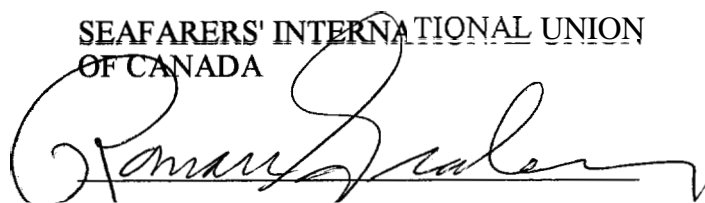
The Company agrees to contribute to the funds of the hiring hall of the Seafarers' International Union of Canada for the amount described hereafter:

- a) From January 1, 1998 to December 31, 1998, **\$4.87** per day per position.
- b) From January 1, 1999 to December 31, 1999, **\$5.08** per day per position.
- c) From January 1, 2000 to December 31, 2000, **\$5.34** per day per position.
- d) From January 1, 2001 to December 31, 2001, **\$5.60** per day per position.
- e) From January 1, 2002 to December 31, 2002, **\$5.86** per day per position.

ALGOMA TANKERS LTD.

  
\_\_\_\_\_

SEAFARERS' INTERNATIONAL UNION  
OF CANADA

  
\_\_\_\_\_

**APPENDIX  
MOBILE UTILITY EMPLOYEES' ADDENDUM  
TO THE  
COLLECTIVE AGREEMENT  
BETWEEN  
SEAFARERS' INTERNATIONAL UNION OF CANADA  
AND  
ALGOMA TANKERS LIMITED**

**1. MOBILE UTILITY EMPLOYEES.**

- (a) Mobile Utility Employees can be shore based and will be employed for the purpose of performing maintenance and repair **work** on Company vessels, **equipment** and facilities.
- (b) The **minimum** number of Mobile Utility Employees for Algoma Tankers Limited **shall** be *two* **(2)** employees with **Tanker** Endorsement and **all** other qualifications.
- (c) The conditions of employment, wages, hours of **work**, etc., of these Mobile Utility Employees shall be as stipulated in the Collective Agreement except where specifically dealt with below.

**2. SCOPE OF THE ADDENDUM.**

The **terms** and conditions of the Master Collective Agreement **shall** apply to the Mobile Utility Employees unless **specifically** altered by this Addendum.

**3. SIZE.**

- (a) The **minimum** number of Mobile Utility Employees shall be *two* (2) employees.
- (b) Mobile Utility Employees may be used to relieve each other for the purpose of **time** off.
- (c) The Company may add employees to augment its minimum number of Mobile Utility Employees should they require more **than two** (2) Mobile Utility Employees.
- (d) The Company shall call the Dispatch Hall for **extra** temporary crewmen when **the** work requires more **than two** (2) men.

**4. DUTIES.**

- (a) No Mobile Utility Employees **shall** be used to replace **ship's** crews while the vessel is in operation.
- (b) Mobile Utility Employees can be used to **augment** a classification if required.

## 5. WAGES AND HOURS OF WORK,

- (a) The hours of work for Mobile Utility Employees shall be as follows:
- (i) The first Forty (40) hours of work in any **work** week shall be paid at the basic hourly rate, regardless of which days of the week they are. All other hours worked shall be paid at the overtime rate;
  - (ii) The **work** week shall commence on Mondays; and
  - (iii) No employee shall be required to perform more than sixteen (16) hours of continuous **work**, including meal hours, in a twenty-four (24) hour period.
- (b) All permanent Mobile Utility Employees shall be guaranteed a minimum of one thousand seven hundred and fifty (1750) hours per calendar year. Any relief Mobile Utility Employees shall not be guaranteed the above minimum hours of work.
- (c) All hours worked shall count as one (1) hour toward the annual guaranteed hours.
- (d) Should a Mobile Utility Employee be offered work and refuse it, the hours offered shall be deducted from the annual guaranteed hours.
- (e) Hours paid for but not worked shall be deducted from the annual guaranteed hours.
- (f) The hourly rate of pay for a Mobile **Utility** Employee shall be eighteen dollars and thirty-four cents (818.34) per basic hour and twenty-seven dollars and fifty-one cents (\$27.51) per hour for overtime
- Effective January 1<sup>st</sup> of each year, these rates shall be increased by the same percentage as the ~~wages~~ in the Algoma ~~Tanker~~ Limited Collective Agreement for that year.
- (g) Mobile Utility Employees who are required to **work away** from their Home Port for seven (7) consecutive days shall be provided **with** a minimum of **fifty-six (56)** hours of **work** for those seven (7) consecutive days.

## 6. HOME PORT.

- (a) Each Mobile **Utility** Employee shall be assigned a Home Port which shall serve as a base of operations for that specific Employee.
- (b) A job shall be considered to be outside the Home Port if it is more than eighty (80) kilometers from the Company Office in the Home Port.

**7. TRANSPORTATION COSTS.**

- (a) Should a Mobile ~~Utility~~ Employee be required to work in a location other than their Home Port, the Company shall provide for all travelling expenses in accordance with the provisions of the Collective Agreement. Otherwise, no transportation expenses will be provided.
- (b) Mobile Utility Employees discharged for cause or terminating their employment of their own accord prior to the completion of a job duty shall bear their own transportation costs.
- (c) Home port will be specified and employees who reside outside the area will be given fifty (\$50.00) dollars for transportation upon completion of their assignment.

**8. ROOM AND MEAL ALLOWANCE.**

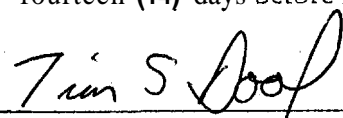
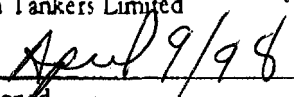
- (a) Should a Mobile Utility Employee be required to work in a location other than his Home Port, the Company shall provide for room and board in accordance with the provisions of the Collective Agreement
- (b) Should a Mobile Utility Employee be required to work in a location other than his Home Port, but the job site can be reached within one (1) hour by car, the company may opt to instead pay for a lunch meal allowance only. However, in these circumstances, the Company shall provide for two-way car allowances in accordance with the Collective Agreement.

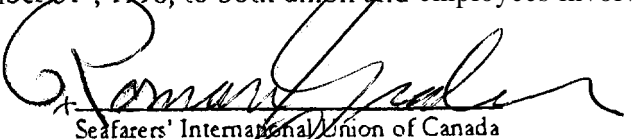
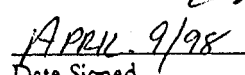
**9. TIME OFF.**

A Mobile Utility Employee, who has been employed on a job for a period of more than sixty (60) consecutive days, may request to take time off for a period of two (2) weeks provided a suitable relief (if required) is available.

**10. GENERAL,**

- (a) Specifically, Mobile ~~Utility~~ Employees shall not be covered by the provisions of Articles 12, 13 or 14 of the Master Collective Agreement except for statutory holidays in Article 13 which will be covered. Also, Article 17 exclude 30 days on and 30 days off.
- (b) Due to the fact that this is a new undertaking, the parties agree to meet regularly to review the Mobile Utility Employee concept and its operation and to discuss any problem areas. Should a problem arise in the operation, this addendum may be amended provided that both parties agree to the amendment.
- (c) Due to the fact that this is an experimental project with Algoma Tankers Limited, the Company reserves the right to terminate this Letter of Understanding with written notice fourteen (14) days before December 31<sup>st</sup>, 1998, to both union and employees involved.

  
\_\_\_\_\_  
Algoma Tankers Limited  
  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Seafarers' International Union of Canada  
  
\_\_\_\_\_  
Date Signed



## Memorandum of Understanding

Between

ALGOMA TANKERS LIMITED

And the

SEAFARERS' INTERNATIONAL UNION

### Transportation costs

Article 18: (clause 18.03)

This clause reads as follows:

**An** employee shall be given forty eight (48) hours notice prior to joining his/her vessel. The employee shall be paid for the day providing he/she works a minimum of one four (4) hour shift on the traveling day.

For the duration of the existing collective agreement the parties agree to apply this clause in the following manner:

**An** employee shall be given forty-eight (48) hours notice prior to joining his/her vessel for a normal crew change. He/she shall receive one calendar day's pay plus one half (1/2) day leave providing he/she works a minimum of one four (4) hour shift on the traveling day.


The employee leaving shall receive one calendar day's pay plus one (1/2) half day leave if he/she works that day.

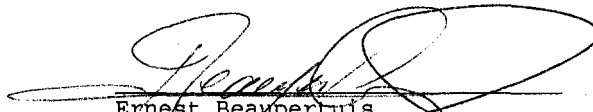
Effective July 1, 1999

Signed at MTL this 27th day of AUGUST 1999

For the SEAFARERS' INTERNATIONAL UNION

For ALGOMA TANKERS LIMITED

  
\_\_\_\_\_  
Douglas McMillan  
Secretary Treasurer

  
\_\_\_\_\_  
Ernest Beaupertuis  
Senior Superintendent

## IMPLIMENTATION

- 1) All data shall be gathered from each individual discharge book
- 2) All reconciliation shall be conducted from ATL payroll department
- 3) A copy of all documentation shall be submitted to an official of the S.I.U.
- 4) Each employee shall be presented with a statement of his status concerning those ATO days
- 5) This calculation will account for the accumulation of one ATO day joining and one day leaving
- 6) Each employee will have the option to bank those days or get paid the equivalent amount
- 7) This amount shall be paid in full quickest no later than the 15<sup>th</sup> of December 1999
- 8) The retroactivity shall be counted from the first date of employment during this contract
- 9) Cut off date shall be June 30<sup>th</sup> 1999 inclusively
- 10) The MOU will be effective from July 1, 1999 inclusively
- 11) Each employee shall be presented with a record of his account quarterly or when laid off
- 12) This record will be issue by ATL payroll department
- 13) In the case of a lay-off, all ATO days shall be paid out in a lump sum, an R O E will be issued
- 14) An employee who has been, -called for work and is waiting at the port of call for a vessel that is delayed will not loose nor accrue ATO days. (calendar day rate)




For the S.I.U.

For A T L



Douglas McMillan  
Secretary Treasurer



Ernest Beaupertuis  
Senior Superintendent