

Collective Bargaining Agreement

Between

Canada Steamship Lines, a division of the CSL Group Inc.

Covering Self-Unloaders



CANADA STEAMSHIP LINES

And

Seafarer's International Union Canada



Effective June 1, 2021 – May 31, 2026

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WHEREAS the Company operates, owns, manages and/or bareboat charters ships in Canada, in both inland and home trade voyages as defined by the Canada Shipping Act as amended, but not in foreign voyages as defined under the same Act, and for which the Union may have a separate form of Agreement.

AND WHEREAS the parties are desirous of promoting collective bargaining and stability of industrial relations in the manner and upon the terms herein set out:

1. GENERAL PURPOSE OF THIS AGREEMENT

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

(b) A Labour Management Committee shall be established consisting of the following:

One (1) Union Representative;

and

One (1) Management Representative.

The purpose of the Labour Management Committee shall be to discuss and resolve matters of mutual interest and grievances prior to referring them to arbitration.

Committee meetings shall be held no less than once every eight (8) weeks. During Labour Management Committee Meetings, meeting minutes need to be taken and distributed to the parties involved for comments and approval within ten (10) business days after the meeting.

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

(c) The SafePartners Health and Safety Policy Committee is mandated to review the operational safety policy of the Company and to ensure that the safety policy is current with the most recent best practices in occupational health and safety. It is responsible for ensuring adherence to the Canada Labour Code and the Marine Occupational Health and Safety Regulations. The Committee will have equal representation from labour and management. The Committee will not address collective bargaining issues.

2. RECOGNITION AND MANAGEMENT RIGHTS

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

(b) The Union agrees that the Master, Chief Engineer, or designated Management representative have the exclusive right to hire, suspend, or discharge employees for cause, direct the crew, determine qualifications, promote or lay-off employees

(c) Probationary Employees

1. An Employee (other than a relief employee, job sharer or temporary employee as defined below) shall be considered to be a probationary employee until they have 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 knowledge, skill and ability for employment will be assessed by the Company.

2. At any time during the period of probation, an employee may be released by the Company if the Company judges the employee unsuitable for employment.

In the event a probationary employee grieves their release, the Company shall be required to show that it acted reasonably in judging the employee unsuitable for employment with the Company.

3. Relief employees, job sharers and temporary employees are not considered employees on probation and may be released at any time.

4. "Permanent Employee" shall mean an employee who has completed the probationary period such as defined in 2. c) 1. and whose name is registered as per their seniority, according to the provisions of Article 9.

5. "Permanent relief" - is any crewmember who is employed to relieve three (3) other permanent employees consecutively. He has the right to go on regular scheduled time off and return after same to continue on further time off rotations. Permanent reliefs and single rating positions described hereafter shall be considered as permanent employees and shall accumulate seniority and be eligible for recall. These positions are Electrician, Head Tunnelman, Able Seaman, Mechanical Assistant and Chief Cook.

6. "Relief Employee" shall mean any employee who is hired to replace a permanent crew member who is temporarily absent from the vessel for any reasons other than scheduled time off. Any employee hired as a medical relief shall have the option of assuming the scheduled time off of the employee they have relieved or accept a lay off. If they choose to be laid off they shall receive their Record of Employment and forfeit any recall rights for that position.

7. "Probationary Employee" shall mean an employee hired for the purpose of filling a permanent position and who has not completed the probationary period as defined in 2 c) 1.

8. "Temporary Employee" shall mean an employee hired on a temporary basis to fill the operational needs of a vessel. Upon completion of the assignment this employee shall be laid off and shall not be eligible for recall.

9. "Job Sharer" is any crewmember who is employed to relieve three (3) or fewer permanent employees consecutively. Upon completion of the relief work this employee shall be laid off and shall not be eligible for recall.

(d) Discipline shall be governed by the principles and procedures laid out in the Disciplinary Code as agreed to by the Company and the Union.

3. CLAUSE PARAMOUNT

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

4. GOVERNMENT LAWS AND REGULATIONS

Nothing in this Agreement shall be so construed as to affect the obligations of the signatories under the provisions of the Canada Shipping Act as amended, or other government legislation, or to impair in any manner whatsoever the authority of the Master.

5. MAINTENANCE OF MEMBERSHIP AND EMPLOYMENT

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

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

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

(d) The Company agrees to deduct initiation fees and/or monthly Union dues and/or assessments in respect to all employees covered by this Agreement in the amounts as established by the Union.

In addition to the above amounts, the Company also agrees to deduct and remit to Union Headquarters any other amount of money when requested to do so by the Union.

All amounts required to be deducted by the Company by this Article shall be remitted to Union Headquarters no later than the 25th day following the end of the pay period.

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

(f) The company agrees that during the period this Agreement is in effect, all personnel to be hired shall be requested through the offices of the Union closest to the location of the vessel for which the request is made. In addition, for security clearance, the Union shall supply the name of the employee to be dispatched and any additional relevant information required by U.S. Authorities as soon as such name is determined to the person having made such a request.

(g) The Union agrees that its dispatch facilities shall be available as follows:

1. The Union Dispatch Halls shall be open for business Monday through Friday from 09:00 hrs. to 12:00 hrs and from 13:00 hrs. to 17:00 hrs.

2. Shipping shall be conducted at all ports in accordance with the above stated hours, Monday through Friday.

3. Telephone numbers and email addresses of Union officials in each port shall be furnished to the Company in case of emergency calls for employment.

4. Outside the hours of 09:00 hrs. to 17:00 hrs. and between 12:00 hrs. and 13:00 hrs. the Union Hall shall have an answering service available for incoming calls which are received.

5. The Union Dispatch facilities shall be closed on all statutory holidays specified in Article 12 herein and on all other Federal and/or applicable Provincial statutory holidays. Where such statutory holidays fall on a Saturday or Sunday, the Union Dispatch Halls shall be closed on the following Monday or on the next juridical day should the following Monday be a statutory holiday.

(h) The Union agrees to cooperate fully with the ships' officers and management of the Company in obtaining qualified, reliable employees having the required knowledge, skills and abilities to fill vacancies as they occur, knowledge, skills and abilities being equal seniority will be the deciding factor. When employees are requested, the Union agrees that the Company's requirements will be filled as quickly as possible.

(i) When presenting themselves for employment, members shall remit a Union dispatch slip, discharge book and valid passport to the Master or designated ship's officer. Members who are refused for employment must be furnished with a detailed valid reason for such refusal in writing by the Company within three (3) business days. A copy of the written reason will be forwarded to the designated representative of the Union. If the member is not accepted by the Company as a result of or because of an error committed by the Company in placing a call for a replacement, the said member shall be reimbursed any and all reasonable transportation costs to and from the vessel, living expenses supported by receipts, at the rates set out in Article 16, and shall receive one day's basic pay.

Employees are required 24 hours in advance of joining a vessel to verify the vessel's ETA at the point of embarkation with the Master.

If the ship is delayed and any employee must stay overnight waiting for the vessel the company shall pay reasonable living expenses supported by receipts, at the rates set out in Article 16, until the arrival of the vessel or until the call is cancelled.

Should the vessel be delayed more than one full day after the ETA given by the Master the Company will pay basic wages after the first stand-by day. The employee must supply the crewing department with their location and a contact number.

(j) The right of any employee to employment with the Company shall be conditional upon the employee being medically fit to perform their duties and in possession of a valid Transport Canada Medical Certificate. The Company may, at any time, cause the employee to be medically examined at the Company's expense

It is understood that all employees joining the Company's vessels need to have all required paperwork in good order and valid for the entire duration of the assignment. Copies of paperwork including, but not limited to, Passport, Visa and Permanent Resident Card, where applicable, Transport Canada Medical, U.S. Waiver, Proof of vaccination, where applicable, and applicable training certificates, must be sent to the Company. Keeping paperwork in order falls under the responsibility of the employee.

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

(l) The parties agree that where the Union fails or is unable to fill a request for qualified unlicensed replacement personnel acceptable to the Company having the required knowledge, skills and abilities within forty-eight (48) hours of the receipt of the Company's request, the Company shall be free to engage such unlicensed personnel through any other available source, subject to appropriate rules hereinafter.

1. Where an employee terminates their employment with the Company, they shall provide the Master or Chief Engineer with a minimum of seventy-two (72) hours written notice. Such notice shall be in writing and in duplicate so that the employee can retain a Signed copy. The Master or Chief Engineer officer shall immediately thereafter provide the notice to the Crewing Department who will request the Union to supply the required personnel.

If the Union is unable to dispatch the replacement personnel within seventy-two (72) hours, the Company may hire replacement personnel from any other source available. Should this occur, the Master upon hiring personnel shall immediately notify the nearest Union office.

2. When, as indicated above, the Crewing Department does not provide the Union with a minimum of seventy-two (72) hours' notice for replacement personnel, the Union shall in any event endeavour to dispatch the requested personnel within the time limits required by the Company. However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel. Should this occur, the Crewing Department upon hiring personnel shall immediately notify the nearest Union office.

3. Where an employee terminates his/her employment without giving seventy-two (72) hours written notice to the Company, the Crewing Department shall notify the nearest Union hall immediately with the request for replacement personnel. However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel on a temporary basis only. Should this occur, the Crewing Department upon hiring temporary personnel shall immediately notify the nearest Union office so that the replacement personnel hired by the Company will be replaced by a Union member as soon as possible.

4. Where an employee is discharged for cause, the Crewing Department shall notify the nearest Union hall immediately with the request for replacement personnel. However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel on a temporary basis only. Should this occur, the Crewing Department upon hiring temporary personnel shall immediately notify the nearest Union office so that the replacement personnel hired by the Company will be replaced by a Union member as soon as possible.

5. Where an employee is discharged for cause, suspended or laid off from their employment, the Master or Chief Engineer shall immediately furnish to the employee in writing the reasons for such discharge, suspension or layoff which the Master or Chief Engineer shall sign. A copy shall be sent to the designated representative of the Union.

(m) The seventy-two (72) hour notice shall be waived at the employee's request, where there has been a death or other emergency in the immediate family of the employee.

(n) Where the Master or Chief Engineer decides to layoff, twenty-four (24) hours' written notice shall be given to the employee affected, stating therein the reason for such layoff. Such notice may be in the form of an announcement placed on the ship's bulletin board

(o) It is agreed between the parties that when an employee returns from sick leave or a regular leave, they will notify the Master and the Crewing Department forty-eight (48) hours ahead of time in order to facilitate disembarkation of the relieving employee.

(p) The Company agrees to provide the Union with a Seniority List once per calendar year in the month of May.

(q) The Company agrees to provide the Union with a vessel location sheet twice per month.

6. GRIEVANCE PROCEDURE

(a) An employee who is refused employment, dismissed, suspended, laid off or transferred from their employment has the right to file a grievance with the Company through the Union within five (5) business days of its occurrence subject to the procedure outlined herein.

(b) Where the employee has a grievance while working on board a vessel, they must present their grievance on Standard Grievance Form (if available) to the Master or Chief Engineer with a copy to the ship's delegate within ten (10) days of the alleged occurrence

(c) Upon request of the grieving employee, the Ship's delegate shall assist in the grievance procedure. They 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.

(d) The Master or Chief Engineer shall acknowledge receipt and reply to the grievance by completing and returning to the griever a duly completed Standard Grievance Form (if available) within five (5) days of receipt of grievance.

(e) If settlement is not achieved upon receipt by the griever of the Master's or Chief Engineer's reply, the griever shall submit the Standard Grievance Form to the Union immediately.

(f) Within thirty (30) business days of the Master's or Chief Engineer's reply, the Union shall submit the duly completed Standard Grievance Form to the head office of the Company

(g) Within thirty (30) business days of the date the grievance is submitted by the Union to the Company's head office, the Company shall reply to the grievance.

(h) The Union shall also have the right to submit a grievance in writing to the representative of the Company on behalf of all the employees in the bargaining unit or a group or category thereof within thirty (30) business days of the occurrence giving rise to the grievance. In both these instances above, the Company shall reply to the grievance as per clause (g) above.

(i) A labour management meeting shall be held between the Company and the SIU prior to a grievance being referred to arbitration

(j) If the grievance is not settled at the meeting referred to in clause (i) of this Article, the grievance must be referred to arbitration within ten (10) business days thereafter.

7. ARBITRATION

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

(a) The arbitration board shall consist of one (1) Arbitrator who shall be jointly selected by the Union and the Company. This selection shall be made within ten (10) business 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) business 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

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

(c) A statement of the dispute or question to be arbitrated shall be submitted by both parties, either jointly or separately, to the Arbitrator within fifteen (15) business days of their appointment. The arbitration board shall convene within twenty (20) business days following the appointment of the Arbitrator unless otherwise mutually agreed by the parties and shall render its decision as soon thereafter as possible.

(d) The decision of the board shall be limited to the dispute or question contained in the statement or statements submitted to it by the parties. The decision of the arbitration board shall not change, add to, vary or disregard any conditions of this Agreement.

The decisions of the Arbitrator which are made under the authority of this Arbitration Article shall be final and binding upon the Company, and the Union and all persons concerned

(e) 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

8. UNION OFFICERS BOARDING VESSELS

(a) The Company agrees to issue passes to the Union's representatives for the purpose of consulting with its members aboard vessels of the Company covered by this Agreement. Representatives of the Union shall be allowed on board vessels at principle loading and unloading ports as well as in the St. Lawrence Seaway and the Welland Canal and meet with their members in the public areas of the vessel, i.e. messroom and recreation rooms. With the approval from the Master or Chief Engineer, arrangements shall be made to meet with those employees on watch in the engine room or deck department, should the need arise, so long as it does not interfere with the operation of the vessel. Such representatives shall have the right to engage in negotiation with the Master or officers in charge of the ship in respect of any dispute or grievance, but shall not have the right to interfere in any way with the operations of the vessel

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

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

(d) The Company assumes no responsibility for securing passes to or through property owned or controlled by others, but the Company agrees to cooperate with the Union in endeavouring to secure such passes.

(e) The Company grants to the Union the use of the bulletin boards for the posting of notices of Union meetings, elections, election results, appointments and social and recreational events or other legitimate Union business. The bulletin boards shall not be used by the Union or its representatives for posting and distributing brochures of a political or advertising nature.

9. SENIORITY AND PROMOTIONS

(a) At the lay-up of the vessel for the season, the vessel/Company shall provide each satisfactory employee with a Notice of Intent which will contain the following information:

Name of Ship

Employee's Name

Home Address

Home Telephone

Rating

Master/Chief Engineer

This notice will certify that the employees listed have indicated their intention to resume their employment with that vessel for the following. The notice will be signed by the Master/Chief Engineer as acceptance of the notice of intent and his/her endorsement. An employee is entitled to return only to the ship that the employee laid up.

The notice does not constitute a promise of employment if the vessel which was laid up is not placed in operation by the Company. Unlicensed personnel will receive a notice of forty-eight (48) hours but not less than twenty-four (24) hours prior to joining the ship unless exceptional circumstances arise. In this case a relief employee will be called for those unable to join on short notice.

The notice of recall for duty shall be by telephone. If by telephone and there is no answer, the Company will immediately send written notice by email, registered mail, priority post, or courier. If a written notice is sent, the employee must acknowledge receipt of said notice within twenty-four (24) hours of its delivery. Failure to acknowledge shall constitute unavailability for service. The notice shall be cancelled in any undertaking expressed or implied where any employee proves unavailable for service at time of recall subject to reasonable traveling time allowance.

(b) Should a permanent position become available, it shall be offered to the most qualified employee having the knowledge, skills and abilities to perform the position in the following order of priority:

- 1) An employee displaced as per clause 38 (b).
- 2) The permanent relief employee in that rating on that ship.
- 3) A permanent employee on that ship in another rating. Knowledge, skill and ability being equal, the employee with the greatest seniority will be chosen.
- 4) A permanent relief employee employed on that ship in another rating.
- 5) A permanent or permanent relief employee from another ship within the fleet at large. When the company exercises this right, the employee promoted shall suffer no loss of wages or seniority for vacation pay purposes. All related transfer costs incurred by the promoted employee shall be reimbursed. In any case, if a permanent relief employee is selected, he shall maintain his/her position on the time off schedule until a new schedule is drawn.
- 6) Should the position remain unfilled, the company may promote a MUC who will then be paid the rate for the open position.
- 7) The relief or job sharer will be offered the permanent position if he/she is in that position at the time it becomes permanently open if it cannot be filled in accordance with the above.

In any case, if a permanent relief employee or any other employee as described in 6) or 7) is selected, the promoted person shall assume the position on the time off schedule until a new schedule is drawn.

(c) A promotion shall like lay-offs and rehiring, be based on an employee's knowledge, skill and ability. These being equal, the preference shall be given to an employee with the greatest seniority with the vessel.

Promotions are made on the basis of the seniority and are given for a one hundred and twenty (120) day probationary period of work. The purpose of this one hundred and twenty (120) day probationary period is to allow the Company a period of time to evaluate the ability of the permanent employee promoted to a higher position. If the employee remains assigned to this new position for more than the one hundred and twenty (120) day probationary period, they may keep this position and their seniority for vacation pay purposes. A promoted employee shall have the same wage rate as the permanent employee in that position.

However, if the promotion given to an employee is not granted or if the employee refuses this new position during the probationary period, they have the right to return to their previous position. All employees hired to replace a newly promoted or transferred employee will be hired in a relieving capacity until such time as the promotion or transfer is confirmed.

In the case of a promotion or transfer between departments due to illness or accident sustained by another permanent employee, the conditions herein above do not apply other than the payment of the applicable wage rate.

(d) The Company shall encourage as much as possible the promotion of employees covered by this Collective Agreement to the positions of bridge officer or officer engineer.

A period of twelve (12) consecutive months from the date of promotion for an employee to accept a bridge officer's position or an officer-engineer's position. If this promotion is not granted, they have the right to return to their previous position. All employees hired to replace this employee will be hired on a relief basis until the time the promotion is granted.

However, effective on the date the promotion is accepted or the expiration of the twelve (12) month period mentioned above, the employee will have forfeited all their rights under this collective agreement.

See Letter of Understanding: Unlicensed Crew Career Progression Pilot Program for details.

(e) Where the Company commissions additional vessels, the Company may reassign the required crew for the additional vessel from other vessels within the existing fleet. Where the Company exercises these rights, employee transfers resulting therefrom shall be made at no expense and no loss of employment to the employees affected by the said transfers. Any further crew adjustments shall be mutually agreed to by the Company and the Union.

(f) A permanent employee will lose his/her seniority and forfeit his/her position in the following cases:

- a) dismissal;
- b) resignation;
- c) lay-off for more than twenty-four (24) months
- d) when the twenty-four (24) month period as per Article 38 (b) is completed;
- e) Failure to rejoin the vessel in accordance with the provisions of Article 9. (a).
- f) failure to comply with the conditions provided in Article 35 (f);
- g) failure to comply with the conditions provided in Article 35 (g);
- h) in accordance with the provisions of Article 9. (d);
- i) after a period of twenty-four (24) months of being injured or sick.

10. VACATION PAY

(a) An employee having completed less than one (1) full year of service with the Company shall receive vacation pay as per Article 10 (f) equal to four percent (4%) of their gross wages earned during the current pay period.

(b) An employee having completed one (1) year of service with the Company or up to and including five (5) full consecutive years of service with the same employer shall receive vacation pay as per Article 10 (f) equal to five percent (5%) of their gross wages earned during the current pay period.

- (c) An employee having completed more than five (5) full consecutive years of service with the Company shall receive vacation pay as per Article 10 (f) equal to seven percent (7%) of their gross wages earned during the current pay period.
- (d) An employee having completed more than ten (10) full consecutive years of service with the Company shall receive vacation pay as per Article 10 (f) equal to eight percent (8%) of their gross wages earned during the current pay period.
- (e) An employee having completed more than fifteen (15) full consecutive years of service with the Company shall receive vacation pay as per Article 10 (f) equal to ten percent (10%) of their gross wages earned during the current pay period.
- (f) The right of an employee to receive vacation pay pursuant to paragraphs (b), (c), (d) and (e) above shall not be affected in any way where such employee is absent from their employment for reasons satisfactory to the Company.
- (g) The Company shall pay all accumulated vacation pay to an employee at the end of each pay period.
- (h) The Company will recognize the seniority accumulated by S.I.U. members for vacation pay purposes if they are promoted into an Officers' bargaining unit.
- (i) A season of service is defined as consecutive season(s) from hire to anniversary date and, in accordance with the preceding clauses of this Article, the percentages shall change one (1) day after anniversary date.
- (j) When any ship is sold or transferred to a Company which is covered by an S.I.U. Collective Agreement, transferred employees will carry their entire seniority to the new owner or operator for the purpose of vacation pay calculations.

11. GENERAL AND EMERGENCY DUTIES

It is to be understood that when performing general or emergency duties, safety will always be the first priority.

- (a) In addition to the duties specifically imposed by this document, all employees shall perform competently the ordinary duties pertaining to their positions on the vessel
- (b) Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of or rendering assistance to other vessels, lives, property or cargoes, shall be performed at any time on immediate call by all employees and notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event shall overtime be paid for the work performed in connection with such emergency duties of which the Master shall be the sole judge.
- (c) The Master will, whenever he deems it advisable, require any employee to participate in lifeboat or other emergency drills. Such drills will take place at least once per calendar month, or as outlined in the CVMS and as required as per the Master's discretion. All employees will be paid their applicable rate of pay when attending the monthly onboard Health and Safety Meetings and drills.
- (d) Mechanical Assistants are to assist with the taking and placing on board of stores, in addition to their regular duties
- (e) Watchkeeping A.B.'s may be required to work in cargo holds during all periods of fit-outs and lay-ups, in an emergency situation, or when there is adherent cargo, at the regular rate of pay during the normal working hours.
- (f) Tunnelmen, when not employed at their regular duties, may be assigned to maintenance duties as designated by the Chief Engineer.
- (g) Electricians may be assigned to maintenance duties as designated by the Chief Engineer.
- (h) Ordinary seamen may be assigned to maintenance duties as designated by the Chief Engineer in the tunnel or engine room department.
- (i) When an employee is required to do the work of a classification outside of his/her regular classification he shall be paid at the appropriate rate of pay of an employee working that classification or his/her own rate of pay, whichever is greater.

12. STATUTORY HOLIDAYS

- (a) The Company agrees to recognize the following holidays:

1. New Year's Day
2. January 2nd
3. Good Friday
4. Easter Monday
5. Victoria Day
6. First Monday in June
7. Canada Day

8. First Monday in August
9. Labour Day
10. National Day for Truth and Reconciliation
11. Thanksgiving Day
12. Remembrance Day
13. Christmas Day
14. Boxing Day

(b) In the event that any of the above holidays fall on a Saturday or a Sunday, the following Monday will be observed and paid at the same rate as a Statutory Holiday. The work performed on a holiday shall be that usually performed on a Sunday. If an employee does not work on a Statutory Holiday, they will receive their usual daily wage. If an employee is required to work on a Statutory Holiday, he will be paid for each hour worked double time and one half (21 /2) his/her basic hourly rate.

(c) If any Statutory Holiday falls during an unlicensed crew member's scheduled time off, they will be paid a day's basic pay on the first pay day following their return to work. This paragraph will not apply in the case where an unlicensed crew member takes time-off after November 30th and does not return to work prior to fit- out.

(d) The Company and the Union agree that if the Christmas/New Year statutory holidays fall during an unlicensed crew member's scheduled time off they will be paid a day's basic pay on the first payday following their return to work for each day, provided the vessel was still running on those days. This clarification applies only to scheduled time off and does not apply if the statutory holidays fall during any extra time off taken in excess of 30 days or any other type of time off other than STO (i.e. sick leave, compassionate leave, etc.) or if the statutory holiday falls after the ship has laid up for winter or the crew has been laid off.

(e) In addition to the rates of pay indicated in Articles 14(g) first paragraph, and 22, it is agreed between the parties that should this work be done on a Statutory Holiday an employee shall receive an extra hour's basic pay for each hour worked

13. OTHER CONVENIENCES

(a) The following items shall be supplied to the unlicensed personnel employed aboard vessels of the Company.

1. A suitable number of clean blankets for each employee.
2. An adequate supply of sheets, pillowcases, hand and bath towels, standard brand or generic face soap and laundry soap or detergent, to be supplied at least once a week.
3. An adequate supply of crockery.
4. The Company agrees to supply on each vessel a washing machine, an iron and ironing board and where electrical capacity and space are available an electric dryer, and where space presently permits, space for drying clothes will be made available.
5. Equipment for the purpose of making coffee shall be made available in the engine room and wheelhouse of all vessels.
6. The company will make available onboard exercise equipment where space permits.

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

(b) Upon request, the Company shall supply three (3) pairs of coveralls, one (1) of which may, upon the employee's request, be insulated, to all permanent or permanent relief employees of the Engine room or Deck departments who have been in the employ of the Company for a minimum of ninety (90) days. Such items shall be replaced annually, if necessary, upon presentation of the old items.

(c) All permanent employees will be reimbursed up to one hundred and seventy-five dollars (\$175.00) in the first and second year of this collective agreement and up to two hundred dollars (\$200.00) in the remaining years of this collective agreement towards the purchase of safety boots upon presentation of acceptable receipts. The wearing of safety boots is mandatory, and they must be kept in good serviceable condition. Only CSA, ANSI or UL approved boots are acceptable. This allowance shall be paid to each permanent employee once per season. To receive this reimbursement, the employee must have been in the employ of the Company for a minimum of ninety (90) days

(d) All vessels of the Company shall carry on board a sufficient number of leather gloves with leather reinforced palms in a variety of sizes. One pair of such gloves shall be issued to the Deck Department and a further pair will only be issued upon the first pair being turned in showing proof of sufficient wear and tear. The Master or an officer delegated by him/her shall administer this clause. Each member of the deck crew shall be issued rain gear which is to be left with the vessel on their leaving. Except for normal wear and tear they will have the value of the rain gear deducted from their last pay if the rain gear is lost or willfully destroyed.

(e) The Company agrees to supply on each vessel one (1) upholstered seat with back and arm rest for the use of the Wheelsman. Such seat shall be available for use under circumstances satisfactory to the Master or the Officer of the Watch.

(f) 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, canalling or at anchor, make private arrangements with other crew members to exchange watches and thereby permit the employee to go ashore.

(g) The Company shall supply treated water for drinking on all vessels, accessible to all crew members in each department

14. MEALS, COFFEE TIME AND LUNCHES

(a) Meal hours, when practicable, shall be as follows, unless otherwise directed by the Master, but in no case shall the indicated hours be altered more than one half (1/2) hour in either direction, except in an emergency.

BREAKFAST from 07:30 hrs. to 08:30 hrs.

LUNCH from 11 :30 hrs. to 12:30 hrs.

DINNER from 17:00 hrs. to 18:00 hrs

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

(c) Where overtime is worked, coffee breaks must be allowed every two (2) hours. These coffee breaks shall be given in such a way that the operations shall not be unnecessarily interrupted

(d) Night lunches shall be available for crews changing watches and those called to work overtime.

(e) The Company agrees to make every effort to supply fresh milk and fresh fruit and vegetables, and to provide meals in full and plentiful quantity at meal hours

(f) When a vessel is not in operation and meals as scheduled in Article 14(a) are not prepared for and served to the unlicensed employees who have not been laid off and are on board ship, the Company shall pay to or reimburse each crew member a meal allowance as indicated in Article 16.

(g) Should an employee not receive one (1) full unbroken hour to eat a meal, they shall have one-half (1/2) an unbroken hour in which to eat a meal and be paid straight through the hour at the overtime rate Monday through Friday and at the double (2) time rate outside an employee's regular hours of work and on Saturday, Sunday and Statutory Holidays.

Should an employee not receive one-half (1/2) an unbroken hour in which to eat a meal, they shall be paid in addition to their wages earned one (1) hour at the overtime rate Monday through Friday and at the double (2) time rate outside their regular hours of work and on Saturday, Sunday and Statutory Holidays

(h) During the repair period, when meals are not supplied on board ship and the laid-up vessel is at a distance where more than one (1) hour is required to have lunch, the Master, Chief Engineer or the Officer in charge, with the support of the Company Head Office, will grant additional time (up to thirty (30) minutes) for the lunch period. Should abuses occur involving the above-mentioned policies, the cases must be brought to the attention of the Company in order that remedial action, if necessary, may be initiated

15. TRANSPORTATION COSTS

(a) The Company shall provide for a permanent employee's transportation expenses only under the following circumstances:

i) When the vessel is laid-up and the employee is being sent home. This would also apply to relief employees, transportation paid as per Article 15 b, vii).

ii) When the vessel is being fitted out and the employee is being called back to the ship. This would also apply to relief employees with recall rights, transportation paid as per Article 15 b, vii).

iii) When going on or returning from scheduled time off.

iv) When the employee has to get off the ship due to illness or injury or is returning to work after same. In this case he shall have to show evidence of qualification for E.I. or S.M.P. sick benefits or Worker's Compensation.

v) When the employee is being transported by the Company during the course of his/her employment.

(b) The Company shall pay reasonable transportation costs for an employee to travel to and from his/her home (as established in sub-paragraph (v) and (vi) below) in Canada. These costs are to include:

i) Economy surface passage (train or bus) and or airfare.

ii) Reasonable hotel accommodation and meal expenses when necessary, as per Article 16.

iii) The Company will pay up to \$150.00 maximum per season for excess baggage costs upon presentation of receipt.

iv) Where no public transportation is available and the employee must use his/her own vehicle, the Company shall pay a one-way car allowance of forty-six (\$0.46) cents per kilometer. In exceptional cases the employee shall request authorization from the company prior to the use of a taxi, original receipts must be submitted for reimbursement.

v) For the purpose of establishing home, all permanent employees will be required at the commencement of each season to confirm with the Company a home address. Should at any time during the season, a permanent employee relocates to another location the Company will not be responsible for any increase in travel costs as a result of the relocation.

vi) For the purpose of establishing home, all new permanent employees will be required at the commencement of their employment to confirm with the Company a home address. Should at any time during the season a permanent employee relocate to another location the Company will not be responsible for any increase in travel costs as a result of the relocation.

vii) Permanent employees hired after June 1, 2011 will be re-imbursed up to three hundred and fifty dollars, \$350.00 upon presentation of receipts to cover the cost of transportation between the employee's home and the designated airport closest to the employee's home (Vancouver, Regina, Winnipeg, Calgary, Thunder Bay, Toronto, Montreal, Quebec City, Moncton, Saint John, Fredericton, Charlottetown, Halifax, Sydney, St John's, Gander and Deer Lake) when joining or leaving the vessel. The cost of transportation from the designated airport to the vessel and from the vessel to the designated airport will be paid by the Company.

viii) 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 just cause, transportation costs will not be paid by the Company.

(c) The Company shall ensure that the employee receives his/her transportation expense reimbursement within twenty-one (21) days after the date of receipt by the Company. All claims for transportation must be sent to the Company by Email and if not possible, by Priority Post.

(d) At annual fit-out an employee shall be given seventy-two (72) hours' notice prior to joining his/her vessel. Notice shall be given in accordance with Article 9(a). If the notice or call for recall is for less than seventy-two (72) hours and necessitates the employee to travel on the previous day to join the vessel, he shall be paid eight (8) hours pay at his/her basic hourly rate of pay to cover traveling time

(e) When an employee falls sick or is injured, it will be the duty of the Captain to see that the employee gets first-aid or medical treatment as quickly as possible. Transportation to and from the hospital or clinic shall be provided in accordance with (b) above. On the doctor's recommendation, an employee may be assigned to modified duties for up to fourteen (14) days otherwise they shall be transported home. Upon recommendation of a doctor and with the agreement of the employee, this 14-day period may be extended provided that the vessel can continue to accommodate modified duties. In all medical cases involving modified duties, the employee may accept or refuse the modifications to their duties as per doctor recommendation.

(f) All job sharing and relief employees (including medical reliefs) who complete their relief assignment shall be paid the transportation costs back to the Dispatch Hall where the job call was originally placed with the exception of the end of the shipping season when they shall be paid the transportation costs as per Article 15 b,vii).

16. ROOM AND MEAL ALLOWANCE

When the Company does not provide room and board, employees, during the course of their employment, shall receive up to twenty dollars (\$20.00) per meal and up to one hundred and fifty dollars (\$150.00) shall be allowed for a room per night exclusive of taxes. These expenses are to be paid by the Company upon production of original acceptable receipts (credit card receipts included). When possible, the Company shall book and prepay room costs for permanent employees.

17. SAFETY AND EQUIPMENT

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

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

(c) Two (2) unlicensed crew members shall be used for handling mooring lines at all times, one forward and one aft. When pulling traditional long and heavy bow and stern lines, two (2) unlicensed crew members per line shall be used.

(d) Crew members required to work in cargo holds while unloading or loading operations are in progress, shall be under continuous surveillance by someone on deck

(e) Members of the engine room shall not be required to work on staging or Bosun's chair while the ship is under way. Crew members shall not be required to work on staging overside while the vessel is under way.

(f) Goggles, hard hats, respirators and immersion suits which meet MOT standards shall be provided to all crew members on all vessels.

(g) During the hours of darkness outside painting must not be performed

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

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

(j) It is recognized that with self-unloaders it may be necessary for some hatches to be opened while the vessel is proceeding to a loading port and in transit when the routine cleaning of cargo compartments can be accomplished; however, due care and control must be exercised when engaged in this practice. Masters are reminded of their overall responsibility for safety of the vessel and protection of the crew, bearing in mind the condition of the ship, prevailing and expected weather conditions and sea state.

(k) Deck personnel shall not be required to perform outside soogeeing when the temperatures are below freezing point. Transport Canada regulations will be followed in regard to the handling of hoses.

18. FAMILY VISITATION

(a) An Employee who has completed one (1) full year of service with the Company, may make arrangements to have their spouse (or common law spouse) accompany them on board for a period of up to, but no more than, fifteen (15) days once each calendar year provided the Employee's accommodations are suitable (i.e., single room). This privilege will only be granted on voyages in Canadian waters excluding the Arctic.

(b) Requests for such visitation shall be made in writing a minimum of thirty (30) days in advance and shall be granted on a first come first serve basis. These arrangements will be approved for only one (1) unlicensed employee's spouse (or common law spouse) at a time.

(c) The employee's spouse (or common law spouse) shall not interfere in any way with the operation of the vessel and shall sign a waiver releasing the Company of all liability for any mishap that may happen while aboard the vessel

(d) 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, bring their spouse and family aboard for a visit, with the exception of children under twelve (12) years of age. Prior to their coming on board, the employee must sign a Company waiver releasing the Company of all liability.

19. SCHEDULE OF WAGES

Schedule of wages effective June 01, 2021, a 3% increase is allocated as follows:

	Basic Hourly Wage Rate (Mon-Fri)	Time & One Half Overtime Rate per hour worked Sat. & Sun. & in excess of 8 hours	Double Time Overtime Rate per hour worked in excess of 8 hours Sat. & Sun.
LEADING SEAMAN	\$ 33.11	\$ 49.67	\$ 66.23
ABLE SEAMAN	\$ 31.08	\$ 46.61	\$ 62.15
ORDINARY SEAMAN	\$ 26.97	\$ 40.45	\$ 53.93
MECHANICAL ASSITANT	\$ 31.08	\$ 46.61	\$ 62.15
ELECTRICIAN	\$ 36.99	\$ 55.48	\$ 73.97
HEAD TUNNELMAN	\$ 30.48	\$ 45.72	\$ 60.96
TUNNELMAN	\$ 29.30	\$ 43.96	\$ 58.61
CHIEF COOK	\$ 35.80	\$ 53.70	\$ 71.61
SECOND COOK	\$ 27.20	\$ 40.80	\$ 54.40
MOBILE UTILITY EMPLOYEE	\$ 31.84	\$ 47.76	\$ 63.67
MOBILE ELECTROTECHNICIAN EMPLOYEE	\$ 36.99	\$ 55.48	\$ 73.97

Permanent employees who have successfully completed the relevant training and are certified to operate the tractor onboard the vessel `CSL Assiniboine` or any other CSL vessel with this equipment, will receive a \$38.00 per hour for hours worked operating the tractor for the duration of this agreement. Should the employee be on Overtime during this operation, and their Overtime Rate is higher, they shall receive the higher rate.

Increases effective in the following years of the contract:

- June 1, 2022 increase 3.0% or COLA whichever is higher
- June 1, 2023 increase 3.0% or COLA whichever is higher
- June 1, 2024 increase 3.0% or COLA whichever is higher
- June 1, 2025 increase 2.5% or COLA whichever is higher

COLA being the cost of living index covering the previous twelve (12) month period ending May 31.

Note # 1.

A separate wage scale applies for entry level positions for the ratings of Ordinary Seaman and Mechanical Assistant. This wage scale will apply to new employees in the Seafarers International Union for the first one hundred and eighty (180) days worked in the maritime industry, supported by Discharge book. After a new employee has worked one hundred and eighty (180) days, his/her basic rate of pay will be adjusted to the regular wage scale.

The Basic hourly rate for entry-level ratings will be maintained at 90% of the full rate for the designated positions.

20. WORK WEEK AND OVERTIME

(a) The regular work week shall be forty (40) hours, consisting of five (5) days of eight (8) hours per day, Monday through Friday. The regular workday shall be eight (8) hours per day on each day from Monday to Friday, inclusive.

(b) Each employee shall receive wages at the appropriate basic hourly wage rate for each job classification as stipulated in the Schedule of Wages contained in Article 19 hereof, for eight (8) hours per regular work day (Monday through Friday) whether or not they are called upon to work the said full eight (8) hours, provided that they are available for work during the said (8) hours

(c) Considering that the operation of ships is of a continuous nature and that consequently work must be performed in excess of the regular work week, it is agreed that overtime shall be paid for such work in accordance with the following provisions. It is further agreed 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

(d) During the navigation season, the Company agrees to make available to non-watch keepers in the deck and engine room departments, eight (8) hours of work at the overtime rate in a spread of eleven (11) hours from 06:00 hrs. to 17:00 hrs., on Saturday and eight (8) hours of work at the overtime rate in a spread of eleven (11) hours from 06:00 hrs. to 17:00 hrs. on Sunday in every week.

(e) The overtime rate is defined as being one and one-half (1 1/2) the applicable basic hourly wage rate for each job classification as stipulated in the Schedule of Wages contained in Article 19 hereof.

(f) The overtime rate shall be paid for the first eight (8) hours worked on Saturday and Sunday and for all hours worked in excess of eight (8) per day Monday through Friday. For hours worked in excess of eight (8) on Saturdays and Sundays, the rate of pay shall be double time.

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

(h) When employees are called out to work on overtime and then "Knocked off" for less than two (2) hours, excepting where an employee is recalled for his/her regular duties, overtime shall be paid straight through

(i) For the purpose of calculating overtime, a "day" shall refer in all cases to the period from midnight to midnight.

(j) Overtime payment shall not be duplicated for any hour of work, i.e., there shall be no pyramiding of overtime

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

(l) Within twenty-four (24) hours of completion of any overtime work, the employee and the officer in charge shall both sign duplicate overtime sheets recording the duration of such work. One (1) copy of the sheet shall be given to the employee and the other retained by the Master. In the event a question arises as to whether work performed is payable as overtime, or if the claim is rejected, the Senior Officer must sign "Disputed" and indicate the reason(s) for non-approval. In the case of a dispute, the matter shall immediately enter the Grievance Procedure as provided for in this Agreement.

(m) The Company agrees to supply overtime books or sheets, either paper or electronic version, for the purpose of keeping a record of overtime worked. Where the Company fails to supply the said overtime books or sheets, employees' overtime claims shall be considered as valid on any form of paper.

21. HOURS OF WORK

(a) The regular hours of work for all employees who are assigned to standard watches (i.e. watchkeepers) shall be eight (8) hours during each calendar day on a three (3) watch system, so that four (4) hours on watch shall be followed by eight (8) hours off watch, except when in the Master's or Chief Engineer's discretion it is deemed advisable to break watches while a vessel is in port, anchored or not otherwise under way.

Upon joining or leaving the vessel at crew change, a crew member assigned to a watch, will be compensated at their appropriate overtime rate of pay for any work performed outside their assigned watch hours (unless watch has been broken as per Article 21 a) third paragraph).

When watches are so broken and "day work" is undertaken, then hours of work shall be any eight (8) hours in a spread of eleven (11) hours from 06:00 hrs. to 17:00 hrs., and no employee shall be called upon to work more than eight (8) hours during each calendar day without payment of overtime, taking into consideration watches which they have stood before "day work" commenced or which they will stand on completion of "day work".

(b) The regular hours of work for non-watchkeepers in the Deck and Engine Room Departments shall be any eight (8) hours in a spread of eleven (11) hours from 06:00 hrs. to 17:00 hrs., Monday through Friday. Non-watchkeepers are those employees who are not assigned to standard watches excluding members of the Steward's Department who are covered under Article 21(d).

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

(d) The regular hours of work for Chief Cooks and Second Cooks, who are also classified as non-watchkeepers, shall be eight (8) hours during each calendar day, in a spread of twelve (12) hours as determined by the Master from time to time. The Company undertakes to post a working schedule aboard all ships so that each member of the Steward's Department will be aware of his/her actual duty time. Members of the Steward's Department will be paid the applicable overtime rate for all work performed outside their posted working schedule, provided such work has the prior approval of the Master.

(e) Between the hours of 17:00 and 06:00 employees will not be assigned duties which include painting and soogeeing without payment of the following premiums:

i) Monday to Friday the rate of payment for the above duties will be at the rate of time and one half.

ii) On Saturday, Sunday and on Statutory Holidays, payment for the above duties will be at the rate of double time.

It is generally understood that there shall be no chipping and scraping between the hours of 17:00 and 06:00.

(f) Whenever possible upon the employees' request, and the vessel is in port, Saturday and Sunday may be given off. Every consideration shall be given to reasonable requests for time off in port for the purpose of obtaining medical care, legal counsellor or the necessities of life.

(g) Should a watchkeeper fail to report at their regular post at the beginning of their watch, the watchkeeper on the preceding watch shall remain on duty until a substitute is secured. The missing employee, when they report, may then work extra time so that each will have worked their regular eight (8) hours for that day. If it is necessary to pay overtime because of these circumstances, the additional cost will be deducted from the wages of the employee who was missing from their watch.

Should a vessel be short of a watchkeeper, the remaining two (2) watch keepers will go on six (6) hour watches until a suitable replacement can be secured. Should a vessel sail from port short one or more watch keepers, the Master or Chief Engineer may promote on a temporary basis a member of the vessel's crew to re-establish the three (3) watch system

(h) The Company agrees that all vessels shall be manned with crews sufficient and efficient to meet the requirements of the operations.

(i) When a vessel sails without a full complement of day workers through negligence in not requesting replacements through the Union, the wages of the absent members will be divided equally among the remaining day workers in that Department

(j) When employees standing sea watches are promoted for the purpose of replacing employees who are injured, sick or absent, they shall receive the differential in pay while so acting.

(k) The Company shall give preference to the unlicensed personnel having the required knowledge, skills and abilities for any winter work providing the person is qualified. The total remuneration for this type of work will be twenty-three dollars and ninety-one cents (\$23.91) per hour effective June 01, 2021 and shall be increased in accordance with Article 19 - Wage Schedule. This rate shall be increased by the same percentage as the wage increase for each year with the current figure as the base.

(l) Employees required to remain on board in port after the completion of their watches or the regular day work, shall be paid all hours required to remain on board at the appropriate hourly rate.

(m) Employees who have requested Shore Leave but are ordered by the Master or Company to remain on board in port after the completion of their regular work schedule, shall be paid all hours required to remain on board at their appropriate regular hourly rate. This clause may be waived if the Company and Union mutually agree that the Health and Safety of crew would be at high risk, or public health officials have decreed restrictions in the area.

(n) When a recognized order of government declares a state of emergency, the following clause will apply. The declaration of a state of emergency will trigger the automatic formation of an Emergency Response Committee, composed of two (2) SIU representatives and two (2) CSL representatives.

The Emergency Response Committee will have the responsibility of finding common ground on the management of operational aspects with, as top priority, the safety and health, including mental health, of seafarers.

i) For the purposes of this agreement, recognized orders of government are:

- The federal government of Canada;
- The federal government of the United States
- The provincial governments of the provinces where CSL operates;
- The state governments of American states where CSL operates.

ii) The first committee meeting will, apart from the committee housekeeping, need to discuss the following elements:

- Determine risk to seafarers and interpret Public Health / Other relevant authority guidelines;
- Restrictions on shore leave and, if necessary, compensation for shore leave that extends beyond government guidelines;
- Delivery and safe use of required PPE;
- Other changes to operational parameters on ships;
- How to perform safe crew changes;
- Transportation to and from ships, if necessary.

iii) The Committee agrees to meet as frequently as necessary to manage the situation. If a resolution on one of the items cannot be reached, the parties agree to refer to a mediator.

(o) Employees required to operate "chipping guns" in an overhead position will be assigned to such work for a maximum of two (2) continuous hours at a time, following which other duties shall be carried out for a period of not less than one (1) hour.

22. STEWARD'S DEPARTMENT

(a) Routine duties for members of the Steward's Department include the supervision, preparation and serving of the regular meals, the preparation of night lunches, the cleaning and maintaining all dining and messrooms, galley, pantries, storerooms, linen room, all departmental equipment, and routine cleaning of refrigeration spaces, but not to include work covered in paragraph (c) below.

(b) In addition to his/her regular hours of work, one (1) hour of overtime per week will be allowed to one member of the Steward's Department for the purpose of issuing clean linen. Laundry and linens shall not be issued while meals are being served.

(c) In addition to his/her regular hours of work, two (2) hours' overtime per month will be allowed to one member of the Steward's Department each time the walk-in refrigerating spaces are defrosted and cleaned, provided such work is approved in advance by the Captain, Chief Engineer or Officer in charge.

(d) Members of the Steward's Department shall be paid their specified overtime rate for all work performed outside of their posted eight (8) hour working schedule providing such work is authorized by the Captain, Chief Engineer or Officer in charge.

(e) On vessels where persons other than the crew members, crew member's families, mobile utility crew members and officials of the Company and/or the Union are lawfully carried aboard, the Company agrees to pay twelve dollars (\$12.00) per day for each person, to be distributed equally among the members of the Steward's Department. While the ship is in port, if meals are supplied to any persons who are not members of the crew, crew member's families, mobile utility crew members or officials of the Company and/or the Union, the Company agrees to pay six dollars (\$6.00) per meal, to be equally distributed among the members of the Steward's Department, provided that the provisions of this clause shall not apply to pilots. For the purpose of this article, crew member's family shall mean common-law spouse, spouse, and children. Should the Company allow other family members aboard the vessel, the members of the Steward's Department shall be compensated in accordance with the above amounts.

(f) The Company shall supply aprons to all members of the Steward's Department.

(g) Galley staff will wear uniforms as per Company policy. To cover the costs of uniforms, for the first year of this agreement, Permanent Galley staff will be reimbursed up to \$125.00 upon presentation of original receipts. For each subsequent year, permanent Galley staff will be reimbursed up to \$200.00 upon presentation of original receipts. They will be required to submit a travel expense form to the Crewing Department for processing. Uniforms will be laundered at the Company's expense.

23. INTERRUPTION OF WORK

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

(b) There shall be no discrimination, interference, restraints, or coercing by the Company against any employee because of membership in the Union. The Union agrees not to intimidate or coerce or threaten employees in any manner that will interfere or hinder the effective carrying out of this Agreement and the principles contained herein, and will assist and cooperate with the Master, Chief Engineers and Executives of the Company in maintaining discipline aboard ship.

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

24. PAYMENT OF WAGES

(a) Wages and vacation pay shall be paid in full by way of direct deposit into the employee's bank account twice monthly. From the 21st of the preceding month until the 5th of the current month payable the 15th of the current month and from the 6th of the current month until the 20th of the current month payable on the last day of the current month

(b) The employee must provide the Company with an authorization and all pertinent banking information. It will be the responsibility of the employee to notify the Company expeditiously of any changes of address or banking arrangements on a Company authorization form. The paystub will be sent to the employee aboard the vessel in a separate sealed envelope until an electronic paystub becomes available to the employee, at which point this will become the norm unless otherwise requested.

25. SAILING TIME

(a) A sailing board shall be posted adjacent to the gangway immediately upon the arrival of the vessel in port. The time and date of sailing, together with destination if known, shall be placed upon the board. Where the sailing time is tentative it shall be so stated, and the expected sailing time shall be posted as soon as possible. Each employee shall report on board at loading and unloading ports and be available for duty not less than thirty (30) minutes before time of sailing, as posted on the notice board, or as otherwise informed by the Officers in charge.

(b) If a crew member misses a vessel due to the fact it sails before the posted sailing time, they shall notify the Master by radio telephone within two (2) hours of the original posted sailing time, and if such crew member rejoins the vessel at the first point where it can be boarded, they shall be reinstated, provided they notify the Master of the vessel as soon as possible of their intention to rejoin the vessel and shall be reimbursed transportation costs. Such shall not constitute a break in service.

(c) If a crew member misses a vessel due to circumstances beyond their control, they shall be reinstated provided they promptly notify the Master of the vessel or the Company Office of their 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.

(d) The Company agrees to place at the gangway a notice when the ship is cleared by Customs and Immigration

26. MARINE DISASTER

(a) An employee covered by this Agreement, while employed by the Company, who suffers loss of clothing or other personal effects because of a marine disaster or shipwreck shall be compensated by the Company, for such loss, up to a maximum of four thousand dollars (\$4,000.00).

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

27. OFFICER CADETS

(a) No officer cadets shall be used to perform work normally performed by unlicensed crew unless the Union is unable to supply missing crew

(b) Unlicensed crew members shall not be required to share or move from their assigned quarters to accommodate an officer cadet

28. SCHEDULED TIME OFF WITHOUT PAY

(a) For the purposes of this Article the following definitions shall apply:

i) "Permanent relief" - is any crewmember who is employed to relieve three (3) other permanent employees consecutively. He has the right to go on regular scheduled time off and return after same to continue on further time off rotations. Permanent reliefs and single rating positions described hereafter shall be considered as permanent employees and shall accumulate seniority and be eligible for recall. These positions are Electrician, Head Tunnelman, Able Seaman, Mechanical Assistant and Chief Cook.

ii) Job-sharer - is any crew member who is employed to relieve three (3) or fewer permanent employees consecutively. Upon completion of the relief work, this employee shall be laid off and shall not be eligible for recall. The job sharer will be offered the permanent position if he/she is in that position at the time it becomes permanently open, if it cannot be filled in accordance with article 9 b).

iii) Relief - is any employee who is hired to replace a permanent crew member who is temporarily absent from the vessel for reasons other than scheduled time off. The relief employee will be offered the permanent position if he/she is in that position at the time it becomes permanently open, if it cannot be filled in accordance with article 9 b).

iv) Single position ratings - are Chief Cook, Second Cook, Electrician and Head Tunnelman.

v) Seasonal vessels - are those ships that normally lay-up during the winter months as established by past practice.

vi) Year-round vessels - are those ships that would be anticipated to sail during all months of the year as established by past practice.

b) All employees shall take scheduled time off in accordance with the schedule which shall be set up annually as follows:

i) For the purpose of continuity galley staff shall not take scheduled time off at the same time.

ii) Seasonal vessels - Within fifteen (15) days of signing on articles, a schedule of time off, agreed to by the employees, shall be made up on board each vessel. Should employees in the same rating request the same dates off, vessel seniority shall be the deciding factor and the employee with the lesser vessel seniority shall be assigned to an alternate time off period. If permanent employees are off on approved leave it is their responsibility to contact the Master of their vessel or the Crewing Department within the 15 days period referred to above to make their request for scheduled time off for the season. Should employees fail to contact the Master or the Crewing Department within the prescribed time they will forfeit their choice for the season. The Company shall provide the Headquarters of the Union with a copy of the schedule.

iii) Year-round vessels - A schedule of time off, agreed to by the employees, shall be made up on board each vessel by no later than December 1st of each year. Such schedule shall be for the next calendar year. The schedule shall be made up in the same fashion as for seasonal vessels and forwarded to the Company and the Union in the same manner.

Time off periods shall be for thirty (30) days from the scheduled date of getting off the vessel. and shall be taken on a consecutive basis for positions where there are more than one (1) employee. Time off shall be scheduled so that employees will not work in excess of one hundred and forty (140) consecutive days.

The thirty (30) day time off period noted above may be adjusted however, this adjustment may not exceed three days (3) before or after the scheduled date of change, except at end of season lay up when ten (10) days shall be allowed. If, due to company neglect or error, crew change is not done within the time frames indicated above, employees will be entitled to one hundred dollars (\$100.00) per day of delay, in addition to their regular wages, for each day worked.

The Union is responsible for proving the Company's error or neglect in these situations.

iv) The Union and the Company agree that should operational conditions warrant, the ten (10) days shall be extended upon mutual agreement. Should this clause be exercised the regular crew on STO shall be issued a Record of employment reflective of the regular date of recall. Employees affected by this clause shall not be entitled to statutory holidays after the date issued on the Record of Employment.

(c) Wherever possible, employees in the same rating shall be grouped in units of three, with respect to time off scheduling, so as to accommodate the use of a fourth employee as a permanent or job-sharing relief. For the purposes of this clause, an OS on daywork and an OS on watch are classified as being in separate ratings. The same holds true for MA's and AB's.

Job-sharers for Galley ratings, other than Single Position Ratings, shall have the option of relieving more than one Galley position (excluding Single Position Ratings) on the same ship provided they are qualified to do so. Should there be two Galley positions (other than Single Position Ratings) on the vessel, and the job-sharer is capable and willing to do both of the positions, then the job-sharer shall do both and be classified as a job-sharing relief.

With respect to single position ratings, the Company will assign a permanent or job sharing relief employee to three of their vessels consecutively in order to provide them with three 30 day relief assignments comprising ninety (90) consecutive days of employment provided their assigned vessels are operating.

In the case of single position ratings, any transportation costs incurred in transferring from one vessel to another will be paid in accordance with Article 15. Likewise, any waiting time involved in transferring from one vessel to another will be paid in accordance with Article 19. Waiting time is paid at 8 hours basic wages per day.

(d) The commencement and cessation of the time off schedule shall be governed by the following rules:

i) Seasonal vessels - Should a vessel fit out between the 1st and the 15th of a month, the leave schedule shall be effective on the 15th of the month following 60 days worked. Otherwise the leave schedule shall be effective on the 1st of the month following 60 days worked. Days worked during fit-out shall not be counted unless such work exceeds thirty (30) consecutive days immediately preceding the signing of ship's articles.

Should a vessel fit out after September 1st of any year, then the time off system shall not commence for that season.

Should a vessel lay up during the season for more than fourteen (14) consecutive days, the time off schedule shall be discontinued and shall be reactivated pursuant to Article 28 (d).

ii) Year-round vessels - The schedule shall run continuously during the calendar year except where a vessel has been tied up for more than thirty (30) days. In this case, the time off schedule would restart sixty (60) days after the crew has returned.

iii) Arctic voyages - It is understood that, on vessels involved in the Arctic trade, no crew changes will be made after the vessel leaves its final loading port for the Arctic until the vessel's return to their next loading port west of Belle Isle

(e) Employees shall not be prevented from taking scheduled time off provided a qualified replacement, as determined by the Company, is available. The employee taking time off may not leave the vessel until they have been properly relieved otherwise they will forfeit his/her job with the Company.

(f) A returning employee shall notify and confirm with the Company their intention to return no less than three (3) calendar days in advance of their stated return date. The Company will advise the employee where they are to rejoin the vessel. The Company will also notify the ship's Master who will inform the departing employee forty-eight (48) hours in advance in order to facilitate paying-off of such employee.

Should a returning employee fail to notify the Company of their intention to return in accordance with this clause then they shall forfeit their job.

29. DISCRIMINATION

In addition to the anti-discrimination provisions contained in applicable legislation, the Company shall not discriminate against any employee for legitimate Union activity or on grounds of mother tongue when an employee's mother tongue is either of the two official languages of Canada

30. DRUG AND ALCOHOL POLICY

The Union and the unlicensed crew recognize that the Company must have a "zero tolerance" drug and alcohol policy in place in order to ensure the safety and security of the vessel and their crew.

The details of the policy and its implementation 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 crew) are:

(a) There will be no drugs or alcohol permitted on board any of the Company's vessels at any time.

(b) Unlicensed crew returning to the vessel from any shore leave must be in a sober condition and free from the influence of drugs and alcohol.

(c) Failure to comply with the policy will result in the application of the discipline code which could result in dismissal.

31. RELIEVING FOR MEALS

- (a) In port when the 12 to 4 watch are required to remain on board to relieve the 4 to 8 watch for supper, they shall receive a minimum payment of one (1) hour's overtime for each meal in addition to their regular basic wages.
- (b) The 12 to 4 watchkeepers shall complete their normal watch at all times while the vessel is in port, anchored or not otherwise underway. Likewise, the 4 to 8 shall not be required to commence their watch before 16:00 hrs. and shall normally be granted one-half (1/2) hour to eat on Company time.

32. MANNING SCALE

It is agreed between the parties that the unlicensed manning scale of all existing vessels covered by this Agreement shall be the manning scale which is in effect at date of ratification. Under no circumstances shall there be any reduction of these manning scales during the life of this Agreement unless mutually agreed upon between the parties. The Union recognizes that improvements to productivity as a result of innovation in equipment, materials or processes used by the Company may directly or indirectly result in a change to the agreed-upon manning levels and these changes will be subject to the Canada Labour Code, Part I, Sections 51 to 55.

33. CREW ACCOMMODATIONS

- (a) The Company agrees to survey existing vessels with respect to the adequacy of insulation against engine room and other noises, insulation against heat and cold, and ventilation and heating in the unlicensed crew's accommodation. If any deficiency is found, giving consideration to the particular class of vessels, the Company will make every effort to find a reasonable solution. If such a solution can be found, the necessary work will be carried out as soon as circumstances permit
- (b) The Company agrees that on all existing vessels where there are empty rooms available in the unlicensed quarters, these shall be made available to the unlicensed personnel when not required from time to time for shore side personnel, cadets or company officials. The Company further agrees to provide single room accommodation on newly constructed vessels
- (c) The Company shall see that all quarters assigned for the use of the employees are kept clean, tidy, lighted and ventilated insofar as it is practicable to do so. The Company and the employees shall cooperate to the fullest in keeping living quarters clean and tidy at all times. The Company agrees to fumigate all quarters whenever such fumigation is necessary to free them of vermin. Crew's quarters to be painted when necessary. Any inspection of any crew member's cabin shall be done in the presence of the member or the ship's delegate if the member is not present.
- (d) No pets to be carried on board ship by any of the personnel.
- (e) Upon addition of a vessel to the fleet the Company will endeavour to arrange for a consultation onboard with a representative of the Union in a timely manner. Whenever possible this situation will occur prior to the arrival of the crew.

34. SUCCESSOR RIGHTS AND OBLIGATIONS

The Company agrees not to lease or charter any vessel which it has sold and which was previously manned by employees subject to the present collective agreement, unless:

1. Prior to the sale, the purchaser agreed in writing to recognize the Union as the exclusive bargaining agent for the unlicensed personnel aboard the said vessel and to apply the terms of the present collective agreement; or
2. The vessel is leased or chartered without an unlicensed crew; or
3. The parties agree otherwise.
4. The Company agrees when selling a vessel that the Union will be notified of such sale.

Additionally, the company agrees not to sell any of its vessels covered by this agreement to a company operating under the Canadian Flag who operates without unionized crews.

35. LEAVE OF ABSENCE

(a) After completion of ninety (90) days of continuous employment with the Company, an employee will be granted bereavement leave when death occurs to a member of an employee's immediate family, that is, their father, mother, brother, sister, parents-in-law and grandparents. The employee granted leave to attend the funeral will be paid at their basic rate for time lost up to a maximum of ten (10) days.

In the case of a spouse or children, the above mentioned leave period of ten (10) days shall be a maximum of fifteen (15) days.

(b) Subject to medical justification, an unlicensed crew member shall be entitled to receive from the Company a reasonable leave of absence from their employment without pay in the event of either illness or injury to themselves or a member of their immediate family, that is, their spouse, brother, sister, children, parents, parents-in-law and grandparents. Such leave may be granted for a minimum of fifteen (15) days provided there is a suitable qualified relief available and providing the leave is supported by the required documentation

(c) An employee may request parental leave without pay at least four (4) weeks prior to the expected date of birth of their child and shall be granted paternity leave as per the Canada Labor Code.

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

(e) Extra Time Off - Permanent Employees shall be entitled to two 30, or two 15 day, (or any combination of the two), extra time off leave periods per season provided a suitable relief is available, provided such leave does not interfere with the operation of the vessel. When possible, pairing of employees will be done so that a 30 day relief may be called. For the purpose of job calls for reason of ETO, the Union agrees to accept and fill job calls submitted by the Company at most 30 days in advance. If ETO is taken in conjunction with STO travel shall be paid for by the Company as per Article 15.

Recognizing the need to maintain continuity of shipboard personnel and provided that suitable reliefs are available, the following will apply:

Able Bodied Seamen, only two (2) of this group are permitted off at any one time

Ordinary Seamen on Watch, only two (2) of this group are permitted off at any one time

Ordinary Seamen on Daywork, only (one) of this group are permitted off at any one time

Exception with Trillium Class Vessels where two (2) Ordinary Seamen are permitted off at any one time

Mechanical Assistants, only two (2) of this group are permitted off at any one time

On vessels carrying two Tunnelmen, only one (1) is permitted off at any one time

The Head Tunnelman and Electrician are permitted off at the same time

The Chief Cook and Second Cook are permitted off at the same time

For the purpose of this article, suitable relief means an experienced crew member with more than two years of service with the company, or a crew member with enough Great Lakes sea time where the Master will be the sole judge.

Extra Time Off requests must be submitted to the Company a minimum of thirty (30) days prior to the commencement of the requested extra time off. It is also understood that during this leave the employee will not work elsewhere.

(f) Permanent employees who are denied entry into the U.S.A. shall be granted an eighteen (18) month leave of absence in order to obtain a waiver enabling them to enter the United States

(g) Permanent employees who are denied a Transport Canada Medical Certificate shall be granted a twelve (12) month leave of absence in order to obtain one

36. EMPLOYEE'S FILE

(a) The employer agrees not to introduce as evidence in a hearing related to disciplinary sanctions any document from the file of an unlicensed employee, the existence of which the unlicensed employee was not aware at the time of filing or within a reasonable period thereafter.

(b) Upon written request of an unlicensed employee, notice of disciplinary sanctions which has been placed on the personal file of the unlicensed employee shall be voided after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period

(c) Upon written request of an unlicensed employee, the personal file of that employee shall be made available once per year for examination in the presence of an authorized representative of the employer.

This paragraph (c) also applies when an unlicensed employee is off ship on leaves of absence due to the following:

1. Sickness;
2. Accident at work;
3. While laid off by the Company, if the unlicensed employee has been given Notice of Intent, or;
4. For any leave of absence authorized by the Company

37. RECREATION FACILITIES

(a) All Company vessels shall be provided with at least one recreation room or area for the unlicensed crew. Such rooms shall be provided with adequate furnishings, such as tables, chairs and settees, and these furnishings shall be maintained in good repair. Where practicable, such rooms shall also be supplied with air conditioning

(b) The Company shall provide at least one color TV, connected to a satellite TV system and DVD for the unlicensed crew's recreation room or area. On vessels with a central DVD system the unlicensed crew will have access to the system

(c) Where there are two recreation rooms the Company agrees to provide air conditioning in both recreation rooms

38. DISPLACED AND LAID OFF EMPLOYEES

(a) Permanent Employees who are laid off, due to temporary shortage of work, shall retain recall rights to their specific vessel for up to twenty-four (24) months from the date of layoff. Should they not be recalled during this time, they shall be severed and the Company shall pay each employee five (5) days basic pay for each full year of service

(b) Permanent Employees who are displaced due to automation, mechanization, permanent reduction in the number of employees, permanent lay-up, the sale or re-flagging of the vessel on which they are employed shall be given twenty-four (24) months for permanent placements to open across the fleet. Should they not be offered a permanent position during this time they shall be severed.

1) Employees with less than three (3) years seniority with the Company shall be entitled to severance pay equal to five (5) day's basic pay per full year of service with the Company effective the termination date.

2) i) Employees with three (3) years or more seniority shall be entitled to permanent placement on other vessels within the same Company as vacancies occur provided they are qualified to perform the work, and in the event of such placement, such employees shall maintain their seniority rights, including all rights respecting vacation under Article 10 of the collective agreement.

ii) The right to placement on other Company vessels shall remain in effect for twenty-four (24) months after the original job was terminated, after which time, those who were not placed shall receive severance in accordance with clause (b) 1 above.

iii) Should an employee be offered a permanent placement, within the twenty-four (24) month period prescribed, and refuse the assignment, that employee will be considered to have self-terminated and no severance pay shall be forthcoming

(c) Displaced employees shall be offered full time placement in accordance with Article 9 (b).

(d) The Company shall pay each severed employee five (5) days basis pay for each full year of service.

39. MOBILE UTILITY EMPLOYEES

SIZE

(a) The minimum number of Mobile Utility Employees for Canada Steamship Lines shall be eight (8) employees. This number shall be reduced through attrition.

(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 eight (8) Mobile Utility Employees.

(d) The Company shall call the Dispatch Hall for extra temporary Mobile Utility Employees when no Mobile Utility Employees from the permanent list are available.

DUTIES

(a) Mobile Utility Employees may be used to replace ship's crews during normal working hours while the vessel is in operation, as directed by the Master, Chief Engineer or the Company's Designated Management Representative

ASSIGNMENT FOR WORK

The Union and the Company agree to the following rules when calling Mobile Utility Employee for their assignments:

(a) Knowledge, skills and abilities are first priority when selecting a Mobile Utility Employee for work

(b) Once selecting those with the appropriate knowledge, skills and abilities, the Crewing Department will call the employee with the most hours remaining. If the hours remaining are equal, then the Crewing Department will determine which employee to call based on Seniority.

(c) With new assignments, the Crewing Department will not call an employee who has already refused work within the same period. If all other Mobile Utility Employees refuse or are unavailable for said assignment, then the Mobile Utility Employee who refused will be called again.

WAGES AND HOURS OF WORK

(a) The hours of work for members of 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 and five hundred (1500) hours per calendar year.

(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 guarantee hours. The union and the company agree that hours will be deducted for up to ninety (90) days. Should a Mobile Utility Employee refuse two (2) work assignments in the same period, the hours deducted will be for the job that is the longest.

(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 as per Article 19. The wage rates shall be increased by the same percentage as Article 19 "Schedule of Wages".

(g) Payment of Statutory Holidays will be as per Article 12 "Statutory Holidays".

(h) Mobile Utility Employees will be provided with eight (8) hours of work per day while they are onboard. Mobile Utility Employees who are required to work for seven (7) consecutive days shall be provided with a minimum of fifty-six (56) hours of work for those (7) consecutive days.

TRAINING

Arrangements for the training of Employees for the specific duties of Mobile Utility Employees may be made through the Company.

TRANSPORTATION COSTS

Mobile Utility Employees are covered for transportation costs as per Article 15 "Transportation Costs".

ROOM AND MEAL ALLOWANCE

Mobile Utility employees are covered for room and meal allowance as per Article 16 "Room and Meal Allowance".

TIME OFF

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

GENERAL

Specifically, Mobile Utility Employees shall not be covered by the provisions of Articles 20, 21, 22 or 28 of the Master Collective Agreement. Should a problem arise in the operation, the Union and the Company will meet to discuss and find an appropriate solution.

40. MOBILE ELECTRO TECHNICIAN EMPLOYEES

PRE-REQUISITE

Mobile Electro Technician must have a certification in Electrical/Electronic Technology. Prior to acceptance candidates will be interviewed by a Company official

SIZE

The minimum number of Mobile Electro Technician Employees for Canada Steamship Lines shall be one (1) for every Two (2) vessels built after the year 2000 and fitted with technology that is suitable for such a position. The Company and Union shall meet to discuss each new vessel prior to its entry into Canada. Mobile Electro Technicians may be used to relieve each other for the purpose of time off. The Company may add employees to augment its minimum number of Mobile Electro Technician Employees should they require more than one (1) for every two vessels. Additional or temporary Mobile Electro Technician Employees must be SIU members in good standing.

WAGES AND HOURS OF WORK

(a) hours of work for members Mobile Electro Technicians 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, excluding meal hours, in a twenty-four (24) hour period.

(b) All permanent Mobile Electro Technician shall be guaranteed a minimum of One thousand and five hundred (1500) per calendar year.

(c) All hours worked shall count as one (1) hour toward the annual guaranteed hours.

(d) Should a Mobile Electro Technician be offered work and refuse it, the hours offered shall be deducted from the annual guarantee 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 Electro Technician shall be as per Article 19. The wage rates shall be increased by the same percentage as Article 19, Schedule of Wages.

(g) Payment of Statutory Holidays will be as per Article 12 'Statutory Holidays'.

(h) Mobile Electro Technicians shall be provided with eight (8) hours of work per day while they are onboard with a minimum of fifty-six (56) hours of work per work week

TRAINING

Arrangements for skill upgrading of Employees for the specific duties of Mobile Electro Technician may be made through the Company.

TRANSPORTATION COSTS

Mobile Electro Technician employees are covered for transportation costs as per Article 15 "Transportation Costs".

TIME OFF

A Mobile Electro Technician 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

GENERAL

Specifically, Mobile Electro Technicians shall not be covered by the provisions of Articles 20 "Work Week and Overtime", 21 "Hours of Work" or 22 "Steward's Department" or 28 "Scheduled Time Off Without Pay" of the Master Collective Agreement

REVIEW

Should a problem arise in the operation, the Union and the Company will meet to discuss and find an appropriate solution.

41. TRAINING

The Company will provide assistance for the employees in obtaining training so that they may be better prepared for the needs of the Industry.

Unlicensed employees must attend Company approved courses when so required by the Company. Failure to do so, without justifiable excuse, shall be cause for disciplinary action up to and including dismissal

42. DURATION OF AGREEMENT

This Agreement shall become effective as from June 1, 2021, unless otherwise noted herein, and shall continue in full force and effect until May 31, 2026, inclusive and thereafter from year to year unless or until either party serves written notice on the other party to the contrary at least one hundred and twenty (120) day prior to May 31, 2026 or one hundred and twenty (120) days prior to May 31 of any subsequent year.

APPENDIX A: Sexual Harassment

Copies of the Canada Labour Code, Part III, Division XV.1, Sections 247.1 – 247.4 "Sexual Harassment" shall be placed in a conspicuous location on board all Company vessels both in French and in English

APPENDIX B: Safety and Equipment

It is recognized that many clauses in Article 17 of the current Collective Agreement are covered in either Government Regulations or the Company's Safety Manual which will be distributed to all ships and are available to all crew members. Therefore, the parties have agreed to delete various clauses in deference to these other sources. All Safety and Safety Equipment matters shall be governed by Company policy, Government Regulations and the CSL Staff Notebook.

APPENDIX C: Shore Leave While in Transit

During transit through the Welland Canal, Beauharnois to St. Lambert or the Montreal Harbour, downbound or upbound, the responsibility to ensure that the vessel is adequately manned with sufficient and competent crew on board, as described below, to handle watch keeping, line handling and to deal with any emergency situation that could arise, rests with the Master.

The minimum number and rank of personnel that must remain on board in transit is as follows:

SELF-UNLOADERS

1 A/B on watch

4 other deck ratings

1 galley staff

2 unlicensed engine room ratings (MA)

2 unloading personnel (Tunnelman or Electrician)

Differences occur between day and night transits because, by contract, unlicensed workers because of their hours of work must be onboard the vessel between the hours of 6 A.M. and 5 P.M.

(Exceptions do occur with the rotating hours of galley staff)

All personnel given permission by the Master to take shore leave must sign the form provided for that purpose.

APPENDIX D: Manning Scale

Effective at date of ratification, the parties agree that the unlicensed manning scale covering the vessels listed below shall be the manning scale for the life of this Agreement subject to Article 32.

VESSEL	AB	OS	ELEC	MA	HTLMN	TLMN	CCK	2CK	TOTAL
Atlantic Huron	3	5	1	3	1	1	1	1	16
Baie Comeau	3	3		1	1		1		9
Baie St. Paul	3	3		1	1		1		9
CSL Assiniboine	3	4	1	1	1		1	1	12
CSL Laurentien	3	5	1	1	1		1	1	13
CSL Niagara	3	5	1	1	1		1	1	13
Frontenac	3	5	1	3	1	2	1	1	17
Rt. Hon. Paul J. Martin	3	5	1	1	1		1	1	13
CSL Tadoussac	3	4		3	1		1		12
Thunder Bay	3	3		1	1		1		9
Whitefish Bay	3	3		1	1		1		9

Note # 1 Manning on additional vessels will be negotiated individually or by class of vessels, taking into consideration the level of automatisisation and mechanisation onboard the new vessel

APPENDIX E: Fringe Benefits

The parties agree by Letter of Understanding that effective the dates indicated, the Company will make contributions as shown below:

MEDICAL PLAN

Effective June 1, 2021 the Company agrees to make contributions of eleven dollars (\$11.00) per job per payroll day to the existing Seafarers' Medical Plan. Effective June 1, 2022 this rate will increase to twelve dollars (\$12.00) per job per payroll day and June 1, 2023 fourteen dollars (\$14.00) per day.

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.

The Company shall provide and pay the premiums for emergency health care coverage while outside of Canada.

It is further understood that employees who are hired as job sharers and who complete their relief period prior to the expiration of the agreed term of thirty (30), sixty (60) or ninety (90) days, the Company will nevertheless make medical contributions for the assigned number of days.

S.I.U. OF CANADA PENSION PLAN

The Company agrees to make a monthly contribution to the Seafarers' International Union of Canada Pension Fund for each employee covered by the Pension Fund as follows: the monthly contribution shall be based on eleven percent (11%) of the basic hourly wage rate of eight (8) hours per day worked. Starting June 1, 2022 the rate will increase by .25% on June 1 for each remaining year of the CBA.

SEAFARERS' INTERNATIONAL UNION HIRING HALL FUND

The Company agrees to pay to the Seafarers' International Union of Canada Hiring Hall Fund effective June 1, 2021 the sum of seven dollars (\$7.00) per job per payroll day. Effective June 1, 2022 and on June 1 of each subsequent year of the Collective agreement, this rate shall increase by the same percentage as wages.

APPENDIX F: Interpretation

It is agreed between the parties, that should a difference of opinion arise on the interpretation of the Collective Agreement that the English Text shall prevail.

APPENDIX G: Winter Work

It is agreed between the parties that work performed under Article 21 clause (k) on an intermittent basis shall be paid by direct deposit. Should an employee be engaged under this clause of Article 21 for a period of one week or more on a consecutive daily basis, then fringe benefits referred to in Appendix E shall apply.

LETTER OF UNDERSTANDING: Protocol for employees who are sick while on duty

Should an employee fall sick during the course of their duties, and is bedridden, the Company shall pay their salary while they are on board the vessel.

At first opportunity the employee will be sent to seek medical attention at hospital or clinic closest to the vessel's location.

LETTER OF UNDERSTANDING: Unlicensed Mess Room

During negotiations to renew the Collective Agreement that expired May 31, 2006, the Company and the Union had discussions regarding Officers directing work in the unlicensed mess room.

It is understood the mess room is meant as a place for employees to take a break during the work day, and as such to the extent possible Officers shall respect the break time of the unlicensed crew

LETTER OF UNDERSTANDING: Galley Management Committee

Upon ratification of this agreement, the parties agree to establish a committee which will meet for the purpose of promoting productivity and consistency of the work performed by galley personnel across the fleet. This committee will be comprised of participants mutually agreed upon by the parties

LETTER OF UNDERSTANDING: MUC – Gary Priddle

The parties agree that Mobile Utility Crew, Gary Priddle, will be assigned to the CSL Assiniboine, on a permanent basis until such time as he leaves the employment of Canada Steamship Lines.

It is also recognized by the parties that Article 39, section Wages and Hours of Work, part b is waived pertaining to Mr.Priddle.

LETTER OF UNDERSTANDING: Manning Levels for Trillium Class Vessels

In accordance with Appendix "D" of the Master Agreement the parties referred to as "Manning Scale", Note #1, the parties agree that the manning for "Trillium Class" vessels shall be as follows:

Trillium Class					
AB	OS	MA	HT	CCK	TOTAL
3	3	1	1	1	9

Upon ratification, a committee will be created to review the workload onboard the Self Unloader Trilliums. The committee will be comprised of two (2) CSL representatives, one (1) SIU representatives and one (1) SIU crew member from the vessel being assessed. The committee will complete the assessment and provide recommendations no later than February 28, 2022. The agreed recommendations will be implemented in the following season or sooner if applicable.

LETTER OF UNDERSTANDING: Using Crew for Temporary Work

Crew currently onboard a Company vessel may be utilized to perform work on another Company vessel on a temporary basis. All hours will be paid at the applicable overtime rate

LETTER OF UNDERSTANDING: Shipkeepers

1. SCOPE OF THE ADDENDUM.

The terms and conditions of the Master Collective Agreement shall apply to the Shipkeepers unless specifically altered by this Addendum.

2. DUTIES

(a) The Shipkeeper duties shall be as detailed in the CVMS. The assigned Shipkeepers will be required to obtain a valid Doctor's Medical Certificate to confirm they are fit for the shipkeeper duties outlined in the CVMS. The company will cover cost of the certificate up to \$150.00 per year upon presentation of receipt. The company will provide the form that requires filling by the Doctor.

(b) No Shipkeepers shall be used to replace ship's crews during normal working hours while the vessel is in operation.

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

3. WAGES AND HOURS OF WORK

(a) The hours of work for Shipkeepers shall be any eight (8) hours in a spread of eighteen (18) hours from 06:00 hours to 24:00 hours, seven (7) days a week.

(b) Shipkeepers responsible for one vessel will be paid a monthly wage of \$4,120.00, Shipkeepers responsible for two vessels will be paid a monthly wage of \$5,665.00. The monthly rate will be pro-rated for partial months. The wage rates shall be increased by the same percentage as Article 19, Schedule of Wages. Shipkeepers must live onboard the ship.

(c) All overtime must be pre-approved by the vessel's Ship Manager and will be paid at the applicable Overtime Rate.

4. TRAINING

Arrangements for the training of Shipkeepers for their specific duties shall be made through the Company as necessary.

5. GENERAL

(a) Specifically, Shipkeepers shall not be covered by the provisions of Articles 20 - Work Week and Overtime, 21 – Hours of Work, 22 – Steward's Department or 28 – Scheduled Vacation Without Pay, or Appendix E – Fringe Benefits with the exception of contributions to the existing Seafarers' Medical Plan.

(b) Due to the fact that this is a new undertaking, the parties agree to meet regularly to review the Shipkeeper 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

6. TRANSPORTATION COSTS

Provided that the Shipkeeper completes their assignment, they will be eligible for transportation from their home to the vessel and vice versa. Shipkeepers will also be eligible for transportation if transferring between vessels.

LETTER OF UNDERSTANDING: Regarding Potential Changes to Legislation Respecting the Use of Foreign Ships and Foreign Crews

1. Should there be changes during the life of this Collective Agreement to legislation dealing with the use of foreign ships and foreign crews, pursuant to the Coasting Trade Act (C.S. 1992, c. 31), the Canada Shipping Act, 2001 (C.S.A. 2001), or any other Canadian or International Law or regulation, the parties agree to reopen the Collective Agreement in order to negotiate the changes that are required to insure that the Company remains competitive in this new market and environment.

2. The parties agree to seek conciliation and, if need be, to resort to arbitration, should they fail to come to an agreement as to those changes, which would normally affect wages, benefits and other provisions of the Collective Agreement.

LETTER OF UNDERSTANDING: EXTRA TIME OFF DUE TO COVID-19 ISOLATION MEASURES

The Company and the Union have agreed that during this unprecedented time as a result of the COVID-10 pandemic and subsequent self-isolation requirements of some Canadian Provinces, the Scheduled Time Off of permanent employees should not be negatively impacted.

In order to ensure permanent employees are able to spend time with their families and the self-isolation periods (either mandated or voluntary) do not prevent that from happening, the Company and the Union have agreed to offer the option of taking an extra 15 days of leave attached to regular STO periods (forty-five (45) days total).

Permanent employees who wish to take an extras 15 days leave to allow for self-isolation must notify their Captain and the Crewing Department immediately but not later than 30 days in advance. It is at the Company's discretion, based on optimizing the schedule option, whether the 15 days is taken at the beginning or end of their STO.

Payment of travel will be as per Article 15.

Payment of statutory holidays that fall within the requested extra time off period will be as per LOU "Payment of Statutory Holidays".

All other conditions set out in LOU "15 Day Extra Time Off" remain in place during this temporary measure.

The Company will make every effort to be flexible and accommodate all requests on a case by case basis.

This program is offered on a temporary non-precedent setting basis and will only be in effect during these extraordinary circumstances as a result of this current pandemic.

These temporary efforts are being offered in order to ensure the crew has the option to maximize their vacation with family in the safest way possible.

LETTER OF UNDERSTANDING: Reciprocity Agreement

The parties agree that should, through negotiations, the CMSG receive a greater increase in wages, the SIU shall receive the same.

LETTER OF UNDERSTANDING: Additional Permanent Reliefs

Effective upon ratification, five (5) permanent relief positions will be created in addition to those already existing. These positions are two (2) Able Seamen, two (2) Chief Cooks, and one (1) Mechanical Assistant. These positions will be offered to employees currently in the relief pool.

For jobs not filled by Permanent Relief Employees, the Company will contact the Union to fill the position with a job call. If the Union fails to provide a suitable candidate to fill the vacancy three times within one season, the Company will have the right to request the formation of a committee formed by two (2) Company representatives and two (2) Union representatives to address the situation and will have the right to request the creation of additional permanent relief positions. To obtain this right, the Company will have to demonstrate the unsuitability of the candidates provided by the Union based on criteria such as level of experience inferior to that specified in job call. If the Committee determines that the Company's claims of unsuitability are valid, they will not oppose the creation of additional permanent relief positions but can also suggest other alternatives.

LETTER OF UNDERSTANDING: Unlicensed Crew Career Progression Pilot Program

The Company will be implementing a Pilot Program in the 2021 navigation season. The program's goal is to provide training to our permanent unlicensed crew members for promotion to either 3rd mate or 4th engineer. The following guidelines apply under this program:

- (a) The company will be accepting applications for the program until July 31st, 2021;
- (b) The applicants will require a recommendation from their Captain or Chief Engineer, whichever applies in their case;
- (c) The company will set up a selection committee to finalize the selected candidates for the program;
- (d) Successful candidates will have an interview to go over the training requirements and setup the one-year training plan;
- (e) A 3-year agreement will be signed in which a reimbursement process will be outlined should the selected candidates leave the Company after obtaining their certificate upgrade within a certain period of time;
- (f) Employees under this program will be taking a Leave of Absence from their permanent position to focus on their studies. During the leave of absence, their annual base salary will continue to be paid by the Company. All training courses will be paid by the company, and if the training is on-site accommodations, meals, and transportation will be paid by the company as well.

The pilot program will be accepting two (2) candidates for the 2021 navigation season. Following the first year, the Company will assess the effectiveness of the program and may modify the number of candidates in the upcoming seasons based on the effectiveness and the Company manning requirements.

LETTER OF UNDERSTANDING: Onboard Training Pilot Project

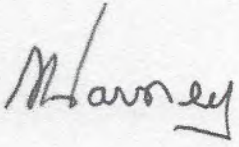
The Company and Union agreed to create a pilot project for the onboard training of inexperienced unlicensed crew with the following guidelines:

- The Company will commit to placing "Training Job Calls" when the vessel's permanent crew are onboard, for various positions as determined by the Company's requirements.
- These "Training Job Calls" would be for a minimum 30-day period on various vessels within the CSL fleet when space onboard is available.
- These "Trainees" will be guaranteed eight (8) hours in each 24 hour day when work is available for training purposes (i.e. loading, unloading, docking, etc.) and would receive 90% of the regular wage rate for the position they are training for.
- "Trainees" will be evaluated after 15 days onboard and may be terminated if found unsuitable.
- Transportation for these "Trainees" would be as per Article 15 for relief employees.
- The effectiveness of this pilot project will be reviewed annually with the Company and the Union and modifications to the project may be implemented if necessary.

LETTER OF UNDERSTANDING: Dissolution of the relief pool

Relief pool members that are employed or assigned to a vessel before June 1st, 2021 for the 2021 shipping season may complete their relief assignment. If the relief pool member has recall rights, they may remain onboard for the duration of the relief period.

Electronically signed on July 1, 2021



CSL representative
Mark Harney
Senior Director, Technical Fleet Operations

SIU President
Jim Given.



SIU Executive Vice President
Patrice Caron