

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CANADIAN MERCHANT SERVICE GUILD

(Hereinafter referred to as the “GUILD”,
representing the Navigation Officers)



AND

ALGOMA TANKERS LIMITED

(hereinafter called the “Company”)



Effective: August 1, 2021 to July 31, 2028

13418 (04)

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ARTICLE 1 - PURPOSE & SCOPE

1. INTERPRETATION AND AMENDMENT

1.01 The purpose of this Agreement is:

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

1.02 This Agreement may be amended at any time by mutual agreement of the parties hereto.

- (a) A party proposing an amendment shall submit a written draft of the suggested amendment to the other party to the Agreement, along with a notice in writing of the suggested time and place of a joint meeting to discuss the proposal.
- (b) A party proposing an amendment under the foregoing provision shall give the other party at least seven (7) business days notice.
- (c) Before any amendment to this Agreement, which has been agreed to by all parties, becomes operative it shall be reduced to writing, it shall state the effective date of the amended provision and it shall be executed in the same manner as the Agreement.

1.03 The GUILD is recognized to be the sole bargaining agent for Officers employed on Canadian flagged vessels owned or bareboat chartered by the Company.

1.04 Any notice required to be given to the GUILD pursuant to this Agreement shall be delivered or transmitted by email or fax to

the Office of the GUILD, at 445 Eastchester Avenue East, Unit #2 Upper, St. Catharines, Ontario L2M 6S2, email: cmmsg.east@gmmc-cmsg.org, fax (905) 685-1648 or at any other address which the GUILD may designate and which the GUILD shall notify the Company in writing.

- 1.05 Any notice required to be given to the Company pursuant to this Agreement shall be delivered to the Company's Fleet Personnel Department at 63 Church Street, Suite 600, St. Catharines, Ontario, L2R 3C4, or transmitted by email to crewing@algonet.com or by fax (905) 687-7841.
- 1.06 Nothing in this Agreement will be construed so as to affect the obligations of the parties under the provisions of the Canada Shipping Act, or other legislation, or to impair in any manner whatsoever the authority of the Master.

ARTICLE 2 - DEFINITIONS

In this Agreement, the following terms are used and defined as follows:

- 2.01 "Company" means Algoma Tankers Ltd.
- 2.02 "GUILD" means the Canadian Merchant Service Guild.
- 2.03 "Vessel" means a ship owned, operated or bareboat chartered by the Company.
- 2.04 "Department" means Deck Department.
- 2.05 "Officer" means certified First Mate, Second Mate or Third Mate.
- 2.06 "Temporary Relief Officer" means any Officer working in a relief position, not holding seniority.
- 2.07 "Day" means a twenty-four (24) hour day commencing at 0000 hours one day and ending at 2400 hours on the same day.

- 2.08 “Business Day” means Monday to Friday, excepting statutory or provincial holidays, where businesses are not operational.
- 2.09 “Calendar Day” means Monday to Sunday, including statutory or provincial holidays.
- 2.10 "Year of Service" means a period consisting of twelve (12) months.
- 2.11 “Company Seniority” means the total length of continuous service with the Company, probationary period complete.
- 2.12 “Grade Seniority” means the date an Officer is hired to a permanent vacancy within a particular Officer classification and placed on the applicable seniority list of that particular classification, probationary period complete.
- 2.13 “Officer Seniority” means the total length of continuous service with the Company as an Officer on an Officer seniority list, probationary period complete.
- 2.14 “Earnings Per Day Rate” indicates an Officers total earnings per day.
- 2.15 “Paid Leave System” means earnings are deferred and paid out while an Officer is working and on leave subject to the provisions of this Agreement.
- 2.16 “Paid Leave System Day Rate” means the portion of earnings paid out while working and on leave, for those enrolled into the Paid Leave System subject to the provisions of this Agreement.
- 2.17 “Leave Earnings Balance” means earnings deferred into an Officer’s account, paid out while working and on leave, for those enrolled into the Paid Leave System subject to the provisions of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Company has and shall retain the exclusive right to manage its business and direct its working forces in the most economical manner possible.
- 3.02 The Company has the right to discipline, and terminate for just cause, and to hire, promote and demote Officers in accordance with the provisions of this Agreement.
- 3.03 The Company has the right to set and amend policies, all of which shall be in compliance with any and all applicable legislation and consistent with the provisions of the Collective Agreement. This includes but is not limited to the Company's Drug and Alcohol Policy and accompanying Guidelines which the parties acknowledge incorporate fitness-for-duty-testing. The Company will forward copies of new policies or revisions to existing policies to the GUILD upon implementation and upon written request, for existing policies.

ARTICLE 4 - GUILD REPRESENTATION AND BOARDING OF VESSELS

- 4.01 The GUILD agrees to notify the Company in writing of the names of its Officers and to inform the Company in the same manner of any changes and thereafter, the Company shall conduct all its dealings with the GUILD through these designated representatives.
- 4.02 The Company agrees to grant access to authorized GUILD representatives for the purpose of consulting with the Officers aboard vessel of the Company covered by this Agreement in respect to GUILD business.
- 4.03 Arrangements to board a vessel must be made in writing via email to a Company's Representative(s) on board in copy to the Fleet Personnel Department, on reasonable notice.

- (a) To facilitate the above process, the Company agrees to provide the GUILD with up-to-date email addresses of all their vessels and designated Company Representative(s) on board and Fleet Personnel to which the emails shall be sent.
- 4.04 Authorized Representatives of the GUILD may board, and remain on board, the vessels only while they are in port or transit through the Seaway.
- (a) Any GUILD Representative boarding a vessel must immediately report to the Master or the Master's designate.
 - (b) While onboard, GUILD Representatives may confer with Officers, but otherwise may engage in discussion only with the Master or Chief Engineer in respect of any dispute or grievance.
 - (c) GUILD Representatives shall not have the right to interfere in any way with the operations of the vessel.
- 4.05 The GUILD Representative shall not violate any provision of this Agreement or interfere with the Officers aboard the vessel or retard the work of the vessel, subject to the penalty of revocation of the pass granted by the Company pursuant to this Section.
- 4.06 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 GUILD in securing such access.
- 4.07 The Company grants the GUILD the use of the bulletin boards for the posting of notices of GUILD meetings, elections, appointments and social and recreational events or other legitimate GUILD business. The bulletin boards shall not be

used by the GUILD or its Representatives for posting and distributing brochures of a political or advertising nature.

ARTICLE 5 - LABOUR MANAGEMENT MEETINGS

- 5.01 It is the expressed desire of the GUILD and the Company to have and facilitate positive labour relations, which includes improving communication and conflict resolution between the parties, particularly with respect to the administration of this Agreement as well as other matters of mutual concern affecting the interests of the Company and Officers.
- 5.02 To facilitate, the parties agree to:
- (a) Periodic meetings at a mutually convenient date and time, and more frequently on urgent matters, as may be requested, nevertheless, the parties shall agree to meet semi-annually.
 - (b) The purpose of such meetings will be to discuss the ongoing and successful administration of this Agreement, as well as other matters of mutual concern affecting the interests of the Company and Officers.
 - (c) Details as to the scope of such discussion and other procedural matters will be subject to mutual agreement of the parties.
 - (d) Where possible and practicable, each of the parties agree to submit agenda items for discussion seven (7) days prior to any regularly scheduled meeting.

ARTICLE 6 - DISCRIMINATION

- 6.01 The Company will not discriminate against an Officer because of membership in the GUILD or activity authorized herein on

behalf of the GUILD or for exercising their rights under the Canada Labour Code or as provided by this Agreement.

- 6.02 The GUILD agrees not to intimidate or coerce or threaten Officers in any manner that will interfere with or hinder the effective carrying out of this Agreement and the principles contained herein and will assist and cooperate with the Master and other Management representatives of the Company in maintaining discipline aboard vessel.
- 6.03 The Company and the GUILD agree that they will not threaten, intimidate or unlawfully discriminate in the workplace against any Officer for reasons of race, national or ethnic origin, colour, religion, age, sex (including pregnancy and childbirth), marital status, family status, disability (as under the Canadian Human Rights Act), a conviction for which a pardon has been granted or political affiliation with a legitimate political party.

ARTICLE 7 - HEALTH AND SAFETY

- 7.01 A Shipboard Safety Management Committee, having at least one (1) Officer Representative on it, shall be established to promote safe and healthy working conditions for the persons employed on vessels of the Company.
- 7.02 The Committee shall hold meetings as necessary but no later than every three (3) months unless both parties agree to postpone or cancel a meeting. Minutes of the meetings will be kept by an Officer and forwarded to the Company's Safety Officer for information and circulation.
- 7.03 All safety regulations which are or come into effect by the Company shall be strictly adhered to by each Officer. Failure of an Officer to comply with safety regulations may be cause for dismissal.
- 7.04 No animals or pets will be permitted on board a vessel.

ARTICLE 8 - STRIKES AND LOCK-OUTS

8.01 The GUILD and the Company declare it to be their common intention that all disagreements shall be resolved amicably in accordance with the provisions of this Agreement, and to this end:

- (a) the GUILD agrees that there shall be no strikes, slowdowns or stoppages of work for any cause; and
- (b) the Company agrees that there shall be no lockout for any cause during the term of this Agreement.

8.02 The Company will not expect the Officers to cross a lawful picket line in an industry related to the business of the Company nor to perform the work of people on strike. However, Officers will be expected to remain on board the vessel and perform their regular duties.

ARTICLE 9 - CONDITIONS OF EMPLOYMENT

9.01 The selection and hiring of Officers shall be at the discretion of the Company.

9.02 Should the Company require an Officer to present themselves for an employment interview or any other meeting at the Company's office, or any other location not in the vicinity of the Officer's residence; the Company will be reimbursed the Officer for all reasonable traveling expenses incurred by them upon production of acceptable receipts and vouchers. Travel arrangements must be made through the Company's approved travel agent to be eligible for reimbursement unless otherwise mutually agreed in writing.

9.03 Employment with the Company is conditional upon being medically fit and being in possession of a valid Transport Canada Marine Medical.

- 9.04 It is the Officer's responsibility to ensure their travel and work documents are current, valid, and in their physical possession for the duration of their scheduled assignment.
- (a) Documents include, but are not limited to: a passport, discharge book, certificates of competency (CoC), certificates of proficiency (CoP), and United States C1/D visa, as applicable.
 - (b) The Company reserves the right to deny boarding to any Officer who reports to the vessel with expired, invalid, or missing documents. All travel to and from the vessel in these cases would be at the Officer's expense.
- 9.05 If an Officer is dispatched on a vessel at the Company's request, and is refused by the Master for reasonable cause, this Officer shall be paid out of pocket transportation expenses to and from the vessel in addition to one (1) day's pay.
- 9.06 Notwithstanding any other Article in this Agreement, where a vacancy exists and a 1st Mate cannot be secured through any means, the Company may be required to utilize a Captain to fill the position in order to ensure continuity of operation for a period not exceeding thirty (30) days.
- (a) At or before the expiry of that thirty (30) days, the Company will make every attempt to fill the vacancy in accordance with the provisions of this Agreement.
 - (b) If after thirty (30) days the Company is still unable to fill the position, the parties shall mutually agree on an extension.
 - (c) The Captain shall not be required to join the GUILD, provided the Company remits the amount equal to the GUILD dues, and legal defense fund payments for the position, nor will the Captain be covered by the provisions of this Agreement.

- (d) If the Captain is not a GUILD member, the GUILD will not be responsible for representing them in any legal proceedings.

ARTICLE 10 - MEMBERSHIP AND DUES DEDUCTION

- 10.01 The Company agrees to retain in its employ only members in good standing of the GUILD. Such members shall, as a condition of employment, maintain their membership in the GUILD for the duration of this Agreement.
- 10.02 Any Officer not a member of GUILD, hired or promoted to the position of an Officer, shall within seven (7) days of notice of employment or employment make application for membership in the GUILD. Such application may be made by email, fax or otherwise directed to the Office or sub-offices of the GUILD.
- 10.03 It is the responsibility of GUILD to notify the Company that an Officer is no longer in good standing according to the GUILD's By-laws and Policies. Upon such notification, the Company shall inform the Officer, in writing, to resolve the membership issue immediately. Should the situation not be promptly rectified, the Officer shall be disembarked and not considered for further employment until such time they are confirmed to be a member in good standing with the GUILD.
- 10.04 An Officer is deemed to be a member in good standing of the GUILD until the GUILD determines that the Officer is not in good standing pursuant to the GUILD's By-laws, and Policies, and until the GUILD gives notice in writing to the Company that the Officer is not in good standing.
- 10.05 The GUILD shall indemnify the Company, its vessels, Officers, servants and agents and hold it or any of them harmless against any and all suits, claims, demands and liabilities that arise out of or by reason of any action taken by

it, them or any of them for the purpose of complying with the provisions of this section or that arise out of or by any reason of reliance by it, them or any of them on any list or notice furnished to the Company by the GUILD pursuant to the provisions of this section, or by reason of compliance by the Company with provisions of this Article.

- 10.06 The GUILD agrees that membership in the GUILD of an Officer shall not be denied, suspended or terminated for any reason other than in accordance with the Constitution, By-laws and Policies of the GUILD.
- 10.07 When an Officer joins a vessel, the Company shall, as a condition of employment, deduct the monthly dues, assessments and/or initiations fees as required or requested by the GUILD. The amount(s) so deducted will only be changed during this Agreement to conform with changes in the amount of the regular dues or fees of the GUILD in accordance with its Constitution and By-Laws.
- 10.08 The Company agrees to deduct from the wages of each Officer the monthly dues and/or assessments and/or initiation fees and/or any other amounts as specified by the GUILD. The deductions will be made from the Officers first pay cheque of each month and remitted to, the GUILD, by the end 15th of the following calendar month. The GUILD will notify the Company of the amount of the regular monthly dues and of any changes in that document. The GUILD shall provide at least thirty (30) days written notice of any change in the amount to be deducted by the Company.

ARTICLE 11- OFFICERS' DUTIES

- 11.01 An Officer shall not be required to perform any duties usually assigned to unlicensed crew members.

11.02 During all mooring and unmooring operations, Officers shall be assisted by one other person at each station. This does not apply in areas where “hands-free” mooring is used.

ARTICLE 12 - MANNING SCALE

12.01 Manning is at the sole discretion of the Company. The Company will ensure that the vessel is manned appropriately for the safe reliable operation and to meet all government regulations.

The manning for the vessel under this Agreement is as follows:

One (1)	1 st Mate
One (1)	2 nd Mate
One (1)	3 rd Mate

12.02 In the event the Company acquires new vessels, or the operation of existing vessels alters requiring different manning levels, the Company will discuss such manning levels with the GUILD prior to commencing the operations.

ARTICLE 13 - TOURS OF DUTY AND HOURS OF WORK

13.01 A “Tour of Duty” shall be thirty (30) days on followed by thirty (30) days off and for every day worked, an Officer is entitled to one (1) day of leave.

(a) The Company will do everything reasonably practicable to maintain this schedule but reserves the right to extend or shorten this schedule to allow the vessel to reach the port determined by the Company to be appropriate for Officers to leave or join the vessel.

i. The Company shall not be held responsible for delays in the event of weather or other extenuating

circumstances, outside of the Company control, that prevent the safe and timely exchange of Officers.

- ii. The extending or shortening of days shall not be used to manage Officers leave schedules or balances.

13.02 Officers, at their option, may extend their Tour of Duty to a maximum of forty (40) days, while attempting to change their rotation to accommodate special occasions, and providing there is agreement between the Officer and the relieving Officer, and the Company is notified in writing of the change in work schedule.

13.03 At the Company's request, a Tour of Duty may be extended beyond thirty (30) days and up to a maximum of forty (40) days provided the Officers accepts (in writing), and that the request is not the detriment of another permanent Officer wishing to return to work.

- (a) Officers not consenting to an extension shall not be subject to any penalty whatsoever.

13.04 Officers will not be able to work more than forty-five (45) consecutive days in any situation and must proceed on leave immediately.

13.05 Officers shall work a twelve (12) hour day each day of the week. Officers shall be expected to work any hours necessary to operate, overhaul, or otherwise preserve the safety, efficiency, and operation of the vessel and crew.

13.06 Day working Officers will work twelve (12) hours per day on a "flex hour schedule". "Flex hour" means that normal working hours can be adjusted to meet the requirement of the job. However, if more than twelve (12) hours of work is required in a day, the excess hours qualify as overtime and overtime provisions apply.

- 13.07 Where Officers are required to work six (6) and six (6) shifts, shifts shall be as assigned by the Master with due consideration given to seniority and ability. It is mutually understood that Officers and onboard management may make arrangements to flex schedules.
- 13.08 Should an Officer fail to report for duty as scheduled, the Officer who was to be replaced must remain on duty until a substitute is secured.
- 13.09 When a vessel is at a dock, an Officer may leave the vessel but must return to the vessel not less than thirty (30) minutes prior to their assigned shift or to the time of sailing, whichever comes first. The time of sailing will be posted on the notice board.
- 13.10 With the prior approval of the Master, which shall not be unreasonably withheld, an Officer may, while the vessel is in port or at anchor, make arrangements with other Officers to exchange watches thereby enabling the Officer to go ashore. There shall be no additional cost to the Company as a result of any such exchange of watches.
- (a) Compliance with governing regulations and the provision for adequate work/rest hours for all Officers involved shall always take precedent.
- 13.11 When an Officer is requested to remain on board in port, while off watch, the Officer shall be paid for the standby time as though the Officer had worked.
- (a) Standby premiums shall not apply in the cases:
- i. A pandemic where a city, town, region or province has imposed restrictions;
 - ii. Customer property restriction, beyond the Company's control.

- (b) The Company agrees to consult with the GUILD in cases where shore leave may need to be restricted or withheld, such as during a pandemic.

13.12 If an Officer misses a vessel due to the fact that it sails before the posted sailing time, the Officer will notify the Master by telephone within two (2) hours of the original posted sailing time, and if the Officer joins the vessel at the first point where it can be boarded, the Officer will be reinstated and reimbursed their transportation costs to the vessel, provided the Officer notifies the Master as soon as possible of their intention to rejoin the vessel. There will be no break in service of the Officer under these circumstances.

13.13 If an Officer misses a vessel due to circumstances for which the Officer cannot be held responsible, the Officer will be reinstated provided the Officer promptly notifies the Company 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 Officer.

ARTICLE 14 - PROBATIONARY PERIOD - SENIORITY - PROMOTION - LAYOFF AND RECALL

PROBATIONARY PERIOD:

14.01 The probationary period is the initial period of employment during which the Company carefully considers whether the newly hired Officer is capable and suitable and can meet the expectations of the position. During the period of probation, the Company will carry out an appraisal of the Officer.

- (a) An Officer who is newly hired into a permanent position on the seniority list shall be considered on a probationary period for ninety (90) cumulative working days.

- (b) The probationary period described above can only begin once the Officer is hired on a permanent basis to fill a permanent vacancy on the seniority list and notified of such permanent placement on the seniority list by the Company.
- (c) At any time during the probationary period, an Officer may be released by the Company if the Company determines the Officer is unsuitable for permanent employment. In the event a probationary Officer grieves their release, the Company shall only be required to show that it acted reasonably in determining the Officer unsuitable for permanent employment with the Company.

SENIORITY:

14.02 Company seniority is defined as the length of an employee's continuous service with the Company in a permanent position. Officers holding Company seniority promoted to the Officers seniority list, shall retain their Company seniority for vacation pay purposes only.

- (a) Officers will accumulate Officer Seniority on the basis of their continuous service with the Company from the first date placed on any Officer seniority list in the bargaining unit.
- (b) Officers will accumulate Classification (Grade) Seniority on the basis of their continuous service with the Company from the date placed on or promoted to any specific Officer seniority list in the bargaining unit.
- (c) An Officer shall lose their seniority standing in any one (1) of the following cases:
 - 1. Voluntary resignation;
 - 2. Termination for cause;

3. Absence without leave without satisfactory notice to the Company;
4. Layoff and failure to return to work within fifteen (15) days after the Company has delivered written notice to the Officer and to the GUILD by prepaid registered post advising the Officer to return to work;
5. Where an Officer has been laid off because of lack of work for a continuous period equal to their seniority, or twenty-four (24) months, whichever is less;
6. Retirement;
7. Where an Officer has taken permanent employment with a competitor in the marine industry, except in those circumstances outlined in this Agreement;
8. Where an Officer is in violation of the GUILD's Constitution, By-Laws or Policies.

(d) A permanent Officer shall not lose seniority, nor will their continuous service be broken as a result of being absent from work because of sickness, accident, Company approved leaves or any other proven legitimate reason, providing the Officer submits the necessary documentation when required by the Company. Such leave shall not exceed twenty-four (24) months.

14.03 (a) In case of promotion, demotion, transfer, layoff and recall after layoff, the most senior Officer with sufficient qualifications and Officer Seniority shall be entitled to the position where ability is equal.

(b) The Company agrees to fill position vacancies with the most senior Officer in the grade below, or there being none, from the Alternate Seniority List.

14.04 (a) The Company shall by February 1st of each year prepare and forward to the GUILD and to each Officer

employed by the Company holding seniority, written notice of all seniority lists, divided into four (4) classifications (Grade Seniority) setting forth with respect to each Officer concerned:

1. First Mate
2. Second Mate
3. Third Mate
4. Alternate Officers

- (b) The seniority list shall contain the following information:
- i. Seniority number
 - ii. Full name of the permanent Officer
 - iii. Company Seniority Date of the permanent Officer
 - iv. Officer Seniority Date of the permanent Officer
 - v. Grade Seniority Date of the permanent Officer
 - vi. Highest Certificate of Competency currently held by the permanent Officer.
- (c) When changes happen affecting a seniority list, notification will be sent to the GUILD. Copies of seniority lists will be provided to the GUILD upon request.

14.05 (a) In case an Officer has an objection to any additions or subsequent changes to their seniority date on a seniority list, the Officer shall advise the Company and the GUILD in writing as early as possible, but not later than April 1st in that year, that the seniority list does not correctly set forth such seniority and the details of the objection.

- (b) The objection shall proceed in the following manner:
- i. Within ten (10) business days after receipt of the said notice, the Company shall provide a written response

to the Officer, copied to the GUILD. If the Officer disagrees with the response, representatives of the Company and the GUILD shall confer or meet within ten (10) business days for the purpose of resolving the objection to the seniority list.

- ii. If the parties cannot resolve the dispute pursuant to the foregoing, it shall be determined in accordance with the grievance procedures set forth in this Agreement.
- iii. Where the seniority lists are agreed to and settled as correct or undisputed, the seniority lists will be binding upon the parties and the Officers.

14.06 In the event two (2) or more Companies amalgamate, merge or otherwise combine operations, seniority of Officers employed in these Companies shall be handled in the following manner:

- (a) If the Officers employed from the purchased, amalgamated, merged, or combined Company are also GUILD members covered under a GUILD collective agreement, new seniority lists shall be prepared, showing the combined names (dove-tailed) and dates applicable to the original employing Company, or
- (b) If the Officers employed by one Company are not covered under a GUILD collective agreement, a new seniority list shall be prepared showing these new members as junior (end-tailed) to anyone with equal qualifications.
- (c) Officers employed from a purchased, amalgamated, merged or combined Company, shall retain their Company seniority for vacation pay purposes only.

14.07 Alternate Officers Seniority List

- (a) It is recognized that additional Officers are necessary to fill vacancies, allow permanent Officers to take leave (maintain the leave system), and assist with training.
- (b) The initial list will be made up of two (2) Officers. These Officers will be hired in accordance with the Collective Agreement.
- (c) Officers on the Alternate Seniority List will not be eligible to participate in the Paid Leave System.
- (d) The initial list will be submitted upon ratification.
- (e) The Company reserves the right to increase the number of Officers placed on this list, at which time the Company will notify the GUILD. The minimum number shall remain at two (2).
- (f) The parties agree to meet within one (1) year to review requirements and if necessary and mutually agreed to, the minimum number may be increased.

PROMOTION:

14.08 In the event an Officer is permanently promoted to Captain (contracted Captain), the Captain will continue to accrue seniority for a period of twenty-four (24) months, provided the Captain has maintained their membership in the GUILD. If there is no Captain position available, the Captain shall have the right to be reinstated with their original seniority date prior to promotion as Captain. After twenty-four (24) months, the Captain shall forfeit their seniority under this Agreement.

14.09 In the event that an Officer is demoted or voluntarily requests a lower classification, the Officer shall be repositioned in accordance with the date they first worked as a permanent Officer (Officers seniority) with the Company.

- 14.10 (a) It is agreed that all promotions will be given with a ninety (90) cumulative working day trial period. This ninety (90) cumulative working day trial period is to allow the Company enough time to evaluate the promoted Officer's ability in their new position. At any time during the trial period, the promoted Officer may be returned to their previously held job classification, at the discretion of the Company or the Officer.
- (b) If the Officer remains in the promoted position over the ninety (90) cumulative working days, the Officer shall be confirmed in that position and their name will be registered as such on a seniority list as of the first day the Officer took that promotion. However, should the Officer not be confirmed in their promotion, the Officer shall revert to their position with their original seniority date prior to the promotion.
- (c) Officers called to replace a newly promoted Officer shall be called on the basis of a temporary job.
- (d) In the case of temporary promotions due to sickness, injury or any other leaves covered in this Agreement, the above conditions will not apply.

14.11 The Company shall provide a list of Officers onboard the Company's vessels to the GUILD weekly and on request, this list shall also be sent to each vessel weekly.

LAYOFF:

- 14.12 (a) In the event the Company finds it necessary to layoff an Officer during the season, the layoff shall be governed by the following:
- i. The Officer with the least seniority in that classification shall be the Officer laid off. If an Officer does not have sufficient grade seniority to

displace within their current classification, Officers shall be permitted to exercise seniority in the subsequent lower classification based on their Officer's seniority.

Example: Should a permanent 1st Mate not have sufficient grade seniority to displace the most junior 1st Mate, the Officer would be eligible to displace the most junior 2nd Mate, if the 1st Mate's officer seniority will allow. If no Officers are employed in the 2nd Mate's position with less Officer seniority than the displaced 1st Mate, the 1st Mate would be eligible to displace the most junior 3rd Mate position, again based on their Officer seniority. If no 3rd Mate is currently employed with less Officer seniority, the 1st Mate would be the Officer laid off.

- (b) Officers exercising bumping rights shall make their decision within seventy-two (72) hours of notification of layoff. This notification must be in writing and must be submitted before they depart their current vessel. If the Officer chooses to be laid-off, they must remain on layoff for a minimum period of fourteen (14) days before they may indicate and submit their intent to exercise their bumping rights.
- (c) An Officer who is expected to be laid off for an extended period may be considered for relief work within any of the Company's other fleets provided they possess the required certificate and ability and provided they are not in conflict with the explicit seniority clauses of that particular Collective Agreement.
- (d) Officers must inform the Company in writing during any period of layoff that they wish to be considered for relief work outside the Algoma Tankers fleet.

- (e) Should an Officer be offered a relief opportunity by the Company, the Officer shall be allowed to accept the relief work. If the accepting Officer has an outstanding leave balance they must provide, in writing, whether they wish to freeze their leave balance during the relief work period or whether they wish to cash out their leave balance before starting the relief period.
- (f) Officers who accept a relief position are bound by the terms as outlined in the applicable Collective Agreement for relief Officers.

RECALL:

- 14.13 (a) Recall following a layoff will be in reverse order of the layoff.
- (b) Officers shall receive a notice of recall for duty of three (3) business days. The notice of recall for duty shall be delivered by email, or an acknowledged phone conversation with the Officer. Failure to acknowledge the notice of recall, shall constitute unavailability for service.
 - (c) Where an Officer is laid off and fails to report for work or fails to respond to the Company's notice of recall within fifteen (15) business days after the Company has delivered written notice to the Officer and to the GUILD by prepaid registered post advising the Officer to return to work, the Officer shall forfeit their seniority.

ARTICLE 15 - TRANSPORTATION, MEALS AND ROOM ALLOWANCE

- 15.01 Upon joining or leaving the vessel for leave or work period, the Company agrees to pay the Officer reasonable transportation costs to and from their home and the ship.

- (a) These costs are to include first class surface passage or economy airfare or two-way car allowance, meals and lodging.
- (b) The car allowance shall be forty-six cents (\$0.46) per kilometre.
- (c) With the exception of the kilometric reimbursement when that is the most economical means, all other travel costs and expenses will only be covered when an Officers makes travel arrangements through the Company's designated travel agent.
- (d) To be eligible to have the Company pay the transportation costs, the Officer must complete their assigned Tour of Duty. If an Officer quits or is dismissed for cause, transportation costs will not be paid by the Company.
- (e) Upon joining the vessel, relief employees and new permanent employees with less than one (1) year of seniority hired after January 1, 2004 shall be responsible for their own transportation to the nearest designated airport (Toronto, Hamilton, Montreal, Quebec City, Stephenville, Moncton, Saint John, Fredericton, Chatham, Bathurst, Charlottetown, Halifax, Sarnia, Sydney, St. John's, Gander, Deer Lake, Vancouver, Edmonton, Calgary, Mont-Joli, Sept Iles, Regina, Winnipeg and Thunder Bay). The Company will pay the costs from the designated airport to the vessel. Upon leaving the vessel, the Company will pay the transportation costs from the vessel to the designated airport nearest the employee's home base, or directly to the employee's home, whichever is the lower.

Permanent employees hired after January 1, 2004 will be reimbursed transportation expenses according to the following schedule:

Years of Company Seniority	Travel Reimbursement from Airport to Home*
Less than One (1) Year	Not available
One (1) Year but Less than Two (2) Years	Up to 100km
Two (2) Years but Less than Five (5) Years	Full Transportation reimbursed

*Home to be established as place of residence at time of hire.

Effective August 1, 2023, Article 15.01 as above, in its entirety, will be replaced with the below 15.01, in its entirety.

15.01 Transportation for Officer is paid door-to-door, to and from their home in Canada.

- (a) These costs are to include first class surface passage or economy air fare or two-way car allowance, meals and lodging.
- (b) The car allowance shall be forty-six (\$0.46) per kilometre.
- (c) With the exception of kilometric reimbursement when that is the most economical means, all other travel costs and expenses will only be covered when an Officer makes travel arrangements through the Company's designated travel agent.
- (d) Transportation is paid door-to-door, unless the Officer is terminated for just cause, resigns or leaves the vessel without being properly relieved.

15.02 All travel arrangements must be booked through the Company's designated travel agent. Transportation will be arranged by the Master or the Master must be kept informed of the arrangements the Officer has made with the travel agent.

- (a) The expenses are to be paid by the Company upon production of detailed, itemized receipts.
- (b) An Officer submitting their travel expenses are expected to do so within forty-five (45) days of the completion of their Tour of Duty (work assignment).

15.03 Excess Baggage

Officers are expected, as reasonably practicable, to keep their baggage under the weight set by the airline where oversized baggage charges are incurred.

- (a) To minimize excess or oversize baggage charges, Officers are encouraged to pack in a manner that incurs the least amount of airline fees.
- (b) If an Officer is required to transfer to another vessel during their assignment or is notified they will work onboard a different vessel on their next assignment, the Officer is expected to make every effort to minimize baggage costs, such as transferring gear between vessels in port, if possible.
- (c) In the event an Officer is required to travel with all their belongings following an assignment, the Company agrees to reimburse the Officer up to twenty dollars (\$20.00) for each extra baggage charge that is incurred, up to a maximum of twelve (12), provided the claim is supported by receipts.
- (d) Officers who are not requested to take all of their belongings with them at the end of an assignment will otherwise be permitted an annual maximum of forty dollars (\$40.00) towards extra or oversized baggage fees.
- (e) To further minimize costs, Officers are required to enroll in the frequent flyer programs of the airlines utilized by the Company and provide the membership numbers to the

Company, for the purpose of potentially avoiding or reducing baggage fees. All travel points and rewards will, nonetheless, continue to accrue to the Officer.

- 15.04 The maximum allowable rate for meals is twenty-five dollars (\$25.00) per meal. Alcohol is not reimbursable.
- 15.05 The maximum allowable rate for lodging is one-hundred and fifty dollars (\$150.00) per room, per night, supported by receipts, exclusive of taxes. If the travel agent is unable to secure a hotel that falls within the allowable limits, the Company will cover the additional expense.
- 15.06 An Officer shall be given forty-eight (48) hours' notice prior to joining their vessel for a normal crew change.
- (a) The Officer shall receive one (1) Paid Leave Day (half of Earnings Per Day Rate) plus one-half (1/2) of a leave day providing the Officer works one (1) four (4) hour shift on the traveling day joining the vessel. The Officer leaving shall receive one (1) calendar day's pay plus one-half (1/2) of a leave day if the Officers work that day.

Effective August 1, 2023, Officers shall receive one (1) full day's pay (Earnings Per Day) providing the Officer works a minimum four (4) hour shift on the traveling day joining or leaving the vessel. Officers working less than four (4) hours on a travel day shall be paid for those hours worked.

- (b) An Officer who has been called to work and is waiting at the vessels next port of call shall not lose nor accrue leave days if the vessel is delayed, the Officer shall receive one (1) calendar day's pay for each day so delayed.
- 15.07 In the event that an Officer is transferred by the Company from one vessel to another vessel of the Company, the Company shall continue to pay the Officer their Earnings Per Day

Worked Rate of pay, and benefits, and reasonable expenses during the time period necessary to enable the Officer to make their transfer.

- 15.08 In the event an Officer is injured or becomes ill, and a medical doctor determines that they must leave the vessel as a result, the Company will pay the Officer's cost of transportation to the hospital or to the Officer's residence.
- 15.09 When an Officer is laid off, transportation shall be provided to their home. When recalled, the Officer's transportation shall be provided to the vessel.
- 15.10 If the Company requests an Officer to attend to any Company business, without limiting the generality of the foregoing, it will be without loss of pay or benefits and the Company shall reimburse the Officer for all reasonable expenses incurred by them upon production of acceptable receipts and vouchers.
- 15.11 All expenses must be submitted through the Algoma Crew Expense (ACE) platform.

ARTICLE 16 - MEALS AND COFFEE BREAKS

- 16.01 (a) When the Company is unable to provide the Officer with a meal(s) on board a vessel, the Officer shall be reimbursed, exclusive of alcohol, upon submission of bona fide receipts for reasonable costs incurred by them.
- (b) Allowable costs for such meals and reimbursement provisions are stated in Transportation, Meals and Room Allowance Article.
- 16.02 All Officers shall be permitted reasonable time, free from work, for the purpose of eating each meal and taking coffee breaks.

- (a) Fifteen (15) minute coffee breaks shall be allowed as near as practicable, every two (2) hours, and taken in such a way that the operations are not unnecessarily interrupted. The equipment necessary to make coffee shall be supplied in the engine room and bridge.
- (b) Night lunches will be available for Officers going on watch and those called out to work overtime.

16.03 During repair periods when meals cannot be supplied on board and the laid-up vessel is at a distance where more than one (1) hour is required to have breakfast and lunch, the Master or Chief Engineer, with the support of the Company, will grant additional time (up to thirty (30) minutes) for the meal period.

ARTICLE 17 - NON-PAID AND PAID LEAVE SYSTEMS

17.01 The Company provides Officers holding seniority two (2) options for the payment of their earnings:

- 1. Non-Paid Leave System
- 2. Paid Leave System

17.02 Non-Paid Leave System

- (a) The purpose of the Non-Paid Leave System is to pay an Officer all earnings (wages, premiums, allowances and vacation pay) in the respective pay period, paid semi-monthly.
- (b) The Non-Paid Leave System shall be the default pay system permanent Officers are enrolled in when first employed until such time they make a formal request, in writing to the Company's Fleet Personnel Department, of their election to move into the Paid Leave System.

- (c) All Alternate Officer shall only be enrolled in the Non-Paid Leave System
- (d) All Temporary Relief Officers shall only be enrolled in the Non-Paid Leave System.

17.03 Paid Leave System

- (a) The purpose of the Paid Leave System is to provide continuity of income when an Officer is working and while they are on leave, provided there is money in their Leave Earnings Balance to do so.
- (b) An Officer's Leave Earnings Balance is the amount of earnings that remain to be paid to the Officer over future pay periods. For each day an Officer works, the Officer's Leave Earnings Balance is credited (increased) by their Earnings Per Day Rate for that day.
- (c) The Paid Leave System Day Rate (paid while on and off) is the portion of an Officer's Earnings Per Day Rate that is paid to Officers. For each day, whether working or on leave, an Officer is paid their applicable Paid Leave System Day Rate from their Leave Earnings Balance which is reduced (paid out) by the same amount until their Leave Earnings Balance reaches zero (\$0.00).
- (d) The Paid Leave System Day Rate is paid out of the Leave Earnings Balance at the Officer's permanent seniority position rate.
- (e) If an Officer is working in a higher or lower position than their permanent seniority position for a minimum of one (1) pay period, they may request, in writing, to the Company's Fleet Personnel Department for their Leave Earnings Balance to be paid out at the higher rate or lower rate for a specific period of time, indicating the specific start and end date.

17.04 Paid Leave System Day Rate

The portion of an Officer's Earnings Per Day Rate paid to Officers enrolled into the Paid Leave System for each day is equivalent to fifty percent (50%) of their applicable Earnings Per Day Rate, which will provide continuity of income while working and while on leave.

30 DAYS ON 30 DAYS OFF SYSTEM			
Pay Period	Earned	Paid	Deferred
Pay 1 - On Tour	100%	50%	50%
Pay 2 - On Tour	100%	50%	50%
Pay 3 - On Leave	-	50%	-
Pay 4 - On Leave	-	50%	-

17.05 Permanent Officers holding seniority shall have the ability to opt out of or back into the Paid Leave System once per year.

- (a) Should an Officer choose to opt into or out of the Paid Leave System, they must submit their election, in writing (email), to the Company no later than January 1st which, in turn, will take effect March 1st.
- (b) If an Officer is opting out of the Paid Leave System has a positive Leave Earnings Balance as of their January 1st election, the Officer shall have their balance paid out to them on the last pay date in February.

17.06 Officers with Leave Earnings Balances in excess of the thirty (30) days, with at least fifteen (15) days advance written notice to the Company's Fleet Personnel Department, shall have the option to:

- (a) Cash out any excess Leave Earnings Balance when convenient to the Officer;
- (b) Utilize their excess Leave Earnings Balance for the purpose of taking additional time off provided:

- i. It is not to the detriment of another Officer exercising their seniority in an established rotation;
- ii. The Company can provide a relief Officer;
- iii. The Officer taking the additional leave accepts they will be required to fit back into their established rotation upon their return.

17.07 Officers laid off shall have the option of cashing out their entire Leave Earnings Balance.

- (a) Requests must be submitted, in writing, to the Company's Fleet Personnel Department which shall be paid out in full on the next date corresponding to the pay cycle with which the Officer's layoff date falls.
- (b) A Record of Employment (ROE) shall be submitted to Service Canada, in compliance with applicable regulations. Should an Officer require a copy of their ROE, it may be obtained through the Service Canada Website.

17.08 In the event of the Officer's termination for any reason, the Officers Leave Earnings Balance will be paid out in full on the next date corresponding to the pay cycle within which the Officer's termination date falls.

17.09 The Officer's Leave Earnings Balance will be reported on each pay stub. The Leave Earnings Balance will be the only balance maintained for pay purposes.

17.10 There will be no adjustment to the Leave Earnings Balance as a result of any annual wage rate increase in the Officer's pay.

ARTICLE 18 - RATES OF PAY AND WAGE ADMINISTRATION

- 18.01 Wages will be paid by way of direct deposit into the Officer's bank account on the 15th day of the month for wages earned between the 21st day of the preceding month and the 5th day of the current month. Wages earned between the 6th day and 20th day of the current month shall be paid by way of direct deposit on the last day of the month. The pay stub will be sent electronically to the email address provided by the Officer to the Company. Each Officer must provide the Company with an authorization for direct deposit and all relevant banking information and any changes thereto.
- 18.02 The basic rates of pay for the Officers covered by this Agreement shall be as set forth in the Wage Tables attached hereto and forming part of this Agreement. Wages include any amounts required to be paid by statute on account of vacation pay and statutory holidays. The Vacation Pay Article and the Leave System Article provide further detail.
- 18.03 Increase basic wage rate by the following:
- Effective August 1, 2021: 5.5%
 - Effective August 1, 2022: 5.5%
 - Effective August 1, 2023: 2.0%
 - Effective August 1, 2024: 1.5%
 - Effective August 1, 2025: 1.5%
 - Effective August 1, 2026: 2.0%
 - Effective August 1, 2027: 2.0%
- 18.04 Tanker Officers' Extra Responsibility Allowance: To acknowledge the increased liability and responsibility of an Officer's position, which includes but is not limited to training, development and familiarization of newly hired or promoted Officers as well as additional certification requirements of

Officers in the Tanker Fleet. Each Officer shall receive a non-pensionable Officers' Allowance as below:

First Mate	\$75.00
Second Mate	\$28.00
Third Mate	\$20.00

The Officers' Allowance noted above will be increased by the following effective August 1, 2022 and each subsequent year on August 1st through to August 1, 2025:

First Mate	\$6.25
Second Mate	\$5.25
Third Mate	\$4.75

The Officers' Allowance shall be paid for each day worked or part thereof on board a vessel and is included as part of the Officer's Earnings Per Day Worked.

18.05 The Earnings Per Day Worked is calculated as follows:

=	Regular Hourly Wage Rate x 8 hours
+	Overtime Hourly Wage Rate x 4 hours
+	Daily Statutory Premium
+	Officer Allowance

18.06 Daily Statutory Premium:

(a) In this Agreement, the following twelve (12) federal holidays are factored into the Daily Statutory Premium:

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

(b) Holidays are compensated via a “Daily Statutory Premium”. The purpose of this premium is to allow for a more equitable distribution of holiday pay amongst Officers by means of an averaged daily rate as opposed to paying a special overtime rate on the day the holiday occurs and only to those Officers on board at that time.

(c) This premium is calculated as follows:

Daily Statutory Premium

=	6 Statutory Days Worked, paid at 12 hours x 1.5 Overtime Rate
+	6 Statutory Days on Leave, paid at 8 hours x Basic Rate
÷	Total Annual Days Worked ($365 \div 2 = 182.5$)

18.07 When an Officer is temporarily assigned by the Master to a higher paid position, for a period of at least one (1) shift, for the purpose of replacing an Officer who is injured, sick or absent, the Officer will receive the rate of the position to which the Officer has been temporarily assigned by the Master. If assigned to a lower paid position for the purpose of replacing an Officer who is injured, sick, or absent, the Officer will continue to receive the rate of their permanent position rather than the lower rate of the position to which the Officer has been temporarily assigned.

18.08 If an Officer is working in a higher or lower position than their permanent seniority for a minimum of one (1) pay period, they may request, in writing (email), to the Company’s Fleet Personnel Department, for their Leave Earnings Balance to be paid out at the higher or lower rate for a specific period of time, indicating the specific start and end date.

18.09 All pay stubs are distributed electronically and all Officers are required to provide the Company with a valid email address.

18.10 Wage Tables

Effective August 1, 2021 (5.5% Increase)											
Position	Basic Hourly Rate	Overtime Hourly Rate	Daily Stat Premium	Officers' Allowance	Earnings Per Day Worked	Paid Leave System Day Rate	Vacation Pay				
							4%	5%	7%	9%	11%
1 st Mate	\$40.18	\$60.27	\$34.35	\$75.00	\$671.87	\$335.94	\$698.74	\$705.46	\$718.90	\$732.34	\$745.78
2 nd Mate	\$36.39	\$54.59	\$31.11	\$28.00	\$568.59	\$284.30	\$591.33	\$597.02	\$608.39	\$619.76	\$631.13
3 rd Mate	\$34.27	\$51.41	\$29.29	\$20.00	\$529.09	\$264.55	\$550.25	\$555.54	\$566.13	\$576.71	\$587.29

Effective August 1, 2022 (5.5% Increase)											
Position	Basic Hourly Rate	Overtime Hourly Rate	Daily Stat Premium	Officers' Allowance	Earnings Per Day Worked	Paid Leave System Day Rate	Vacation Pay				
							4%	5%	7%	9%	11%
1 st Mate	\$42.39	\$63.59	\$36.23	\$81.25	\$710.96	\$355.48	\$739.40	\$746.51	\$760.73	\$774.95	\$789.17
2 nd Mate	\$38.39	\$57.59	\$32.82	\$33.25	\$603.55	\$301.78	\$627.69	\$633.73	\$645.80	\$657.87	\$669.94
3 rd Mate	\$36.15	\$54.23	\$30.90	\$24.75	\$561.77	\$280.89	\$584.24	\$589.86	\$601.09	\$612.33	\$623.56

Effective August 1, 2023 (2.0% Increase)											
Position	Basic Hourly Rate	Overtime Hourly Rate	Daily Stat Premium	Officers' Allowance	Earnings Per Day Worked	Paid Leave System Day Rate	Vacation Pay				
							4%	5%	7%	9%	11%
1 st Mate	\$43.24	\$64.86	\$36.96	\$87.50	\$729.82	\$364.91	\$759.01	\$766.31	\$780.91	\$795.50	\$810.10
2 nd Mate	\$39.16	\$58.74	\$33.47	\$38.50	\$620.21	\$310.11	\$645.02	\$651.22	\$663.62	\$676.03	\$688.43
3 rd Mate	\$36.87	\$55.31	\$31.52	\$29.50	\$577.22	\$288.61	\$600.31	\$606.08	\$617.63	\$629.17	\$640.71

Effective August 1, 2024 (1.5% Increase)											
Position	Basic Hourly Rate	Overtime Hourly Rate	Daily Stat Premium	Officers' Allowance	Earnings Per Day Worked	Paid Leave System Day Rate	Vacation Pay				
							4%	5%	7%	9%	11%
1 st Mate	\$43.89	\$65.84	\$37.52	\$93.75	\$745.75	\$372.88	\$775.58	\$783.04	\$797.95	\$812.87	\$827.78
2 nd Mate	\$39.75	\$59.63	\$33.98	\$43.75	\$634.25	\$317.13	\$659.62	\$665.96	\$678.65	\$691.33	\$704.02
3 rd Mate	\$37.42	\$56.13	\$31.99	\$34.25	\$590.12	\$295.06	\$613.72	\$619.63	\$631.43	\$643.23	\$655.03

Effective August 1, 2025 (1.5% Increase)											
Position	Basic Hourly Rate	Overtime Hourly Rate	Daily Stat Premium	Officers' Allowance	Earnings Per Day Worked	Paid Leave System Day Rate	Vacation Pay				
							4%	5%	7%	9%	11%
1 st Mate	\$44.55	\$66.83	\$38.08	\$100.00	\$761.80	\$380.90	\$792.27	\$799.89	\$815.13	\$830.36	\$845.60
2 nd Mate	\$40.35	\$60.53	\$34.49	\$49.00	\$648.41	\$324.21	\$674.35	\$680.83	\$693.80	\$706.77	\$719.74
3 rd Mate	\$37.98	\$56.97	\$32.47	\$39.00	\$603.19	\$301.60	\$627.32	\$633.35	\$645.41	\$657.48	\$669.54

Effective August 1, 2026 (2.0% Increase)											
Position	Basic Hourly Rate	Overtime Hourly Rate	Daily Stat Premium	Officers' Allowance	Earnings Per Day Worked	Paid Leave System Day Rate	Vacation Pay				
							4%	5%	7%	9%	11%
1 st Mate	\$45.44	\$68.16	\$38.84	\$100.00	\$775.00	\$387.50	\$806.00	\$813.75	\$829.25	\$844.75	\$860.25
2 nd Mate	\$41.16	\$61.74	\$35.18	\$49.00	\$660.42	\$330.21	\$686.84	\$693.44	\$706.65	\$719.86	\$733.07
3 rd Mate	\$38.74	\$58.11	\$33.11	\$39.00	\$614.47	\$307.24	\$639.05	\$645.19	\$657.48	\$669.77	\$682.06

Position	Effective August 1, 2027 (2.0% Increase)										
	Basic Hourly Rate	Overtime Hourly Rate	Daily Stat Premium	Officers' Allowance	Earnings Per Day Worked	Paid Leave System Day Rate	Vacation Pay				
							4%	5%	7%	9%	11%
1 st Mate	\$46.35	\$69.53	\$39.62	\$100.00	\$788.54	\$394.27	\$820.08	\$827.97	\$843.74	\$859.51	\$875.28
2 nd Mate	\$41.98	\$62.97	\$35.88	\$49.00	\$672.60	\$336.30	\$699.50	\$706.23	\$719.68	\$733.13	\$746.59
3 rd Mate	\$39.51	\$59.27	\$33.77	\$39.00	\$625.93	\$312.97	\$650.97	\$657.23	\$669.75	\$682.26	\$694.78

Vacation Pay rates are being shown for illustration purposes only and the Officer will be paid percentage in accordance with the Vacation Pay Article.

ARTICLE 19 - VACATION PAY

19.01 Officers shall receive vacation pay semi-monthly equal to a percentage of their gross earnings. For the purposes of this Article, a year of service commences from hire to anniversary date. In accordance with the terms set out in the table below, the specified percentages shall change effective one (1) day after the Officer's seniority date.

Years of Service	Percentage Eligibility
Less than 1	4.00%
1 up to 5	5.00%
5 up to 10	7.00%
10 up to 15	9.00%
15 or more	11.00%

19.02 Vacation pay is accumulated during the Officer's work period and paid according to the Officer's leave schedule. Vacation pay is dispersed, pursuant to the above, on each pay cheque.

(a) Officers enrolled in the Paid Leave System shall have their accumulated vacation pay paid on their earnings as they are paid from the Officer's Leave Earnings Balance. The exception being vacation pay earned on Extra Overtime which will be paid out at the same time as the Extra Overtime.

(b) Officers not enrolled in the Paid Leave System shall have their accumulated vacation pay paid out in each pay period.

19.03 The right of an Officer to receive vacation pay shall not be affected in any way where such Officers is absent from their employment on an authorized leave of absence or for reasons satisfactory to the Company.

ARTICLE 20 - EXTRA OVERTIME

- 20.01 (a) All hours worked in excess of twelve (12) hours in a day will be considered Extra Overtime and will be paid at the overtime hourly wage rate as per Rates of Pay and Wage Administration Article. Any portion of the first hour worked in excess of twelve (12) hours will be paid as a full hour and on the half hour (1/2) thereafter.
- (b) When Officers are called out to work on extra overtime and then “knocked off” for less than two (2) hours, excepting where an Officer is recalled for their regular duties, overtime shall be paid straight through.
- 20.02 Extra Overtime will be recognized only when it has been approved by the Master prior to the overtime being worked. Extra overtime is not banked, but is paid in accordance with the pay schedule outlined in Rates of Pay and Wage Administration Article.
- 20.03 No Officer shall be required to perform more than sixteen (16) hours of continuous work, excluding meal hours, in a twenty-four (24) hour period.
- 20,04 The Master will ensure that Overtime work is distributed equitably among the Officers.
- 20.05 Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of or rendering assistance to other vessels, lives, property or cargoes, will be performed at any time on immediate call by all Officers and notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event will overtime be paid for the work performed in connection with these emergency duties of which the Master will be the sole judge. Further, the Master may, whenever they deem it advisable, require any Officer to participate in lifeboat or other emergency drills without incurring overtime.

20.06 All Officers shall be permitted one half (1/2) hour free from work for the purpose of eating each meal. Should an Officer not receive one-half (1/2) an unbroken hour in which to eat a meal, the Officer shall be paid in addition to the Officer's wages earned one (1) hour at the Officer's applicable basic hourly wage rate.

ARTICLE 21 - LEAVES OF ABSENCE

21.01 This Article outlines the various types of leaves of absences available to permanent Officers. There shall be no loss of seniority should an Officer take a leave of absence, provided it is executed according to the terms outlined below.

21.02 Bereavement Leave: any Officer holding seniority that is working on board, or scheduled to be on board, will be granted paid bereavement leave at their basic daily rate of pay according to the following:

Spouse, Common Law Partner, and Children	15 days
Parents and Grandchildren	10 days
Siblings, Parents-In-Law, Grandparents	5 days

- (a) In all cases above, the Company will pay transportation costs from the vessel to the Officer's home under these circumstances.
- (b) Bereavement Leave must be supported by proper evidence upon returning to the vessel, otherwise the Officer forfeits their right to pay under this provision.
- (c) Officers are reminded that Bereavement Leave is an employment benefit, and shall not be abused.

21.03 Compassionate Leave: Officers will be entitled to reasonable leave of absence, without pay, in the event of either illness or injury to themselves or a member of their immediate family.

21.04 Regulatory Leaves:

- (a) **Childcare:** Officers will be entitled to childcare leave in accordance with the provisions of the applicable regulations.
- (b) **U.S. Entry:** Permanent Officers who are denied entry into the United States shall be granted up to an eighteen (18) month leave of absence in order to obtain a waiver or clearance to enter the country.
- (c) **Marine Medical:** Permanent Officers who are unable to obtain a Transport Canada Marine Medical shall be granted up to a twelve (12) month leave of absence in order to obtain one, provided the Company is satisfied that the Officer is actively engaged in trying to do so.

21.05 **Educational Leave:** The Company will assist in providing adequate time off, without pay, for Officers wishing to attend school to either maintain their present qualifications or upgrade their certifications, when mutually agreed and in the best interest of the Company.

21.06 With the exceptions of Bereavement and Compassionate Leave, a minimum of seven (7) days notice, in writing, must be given to the Company's Fleet Personnel Department by an Officer intending to take leave. However, having regard to the need of the Company to be able to continue to operate its vessels with sufficient qualified Officers at all times, the right to begin a period of leave is conditional upon the approval of the Company. Such approval shall not be unreasonably withheld.

21.07 An Officer returning from any type of leave of absence will notify the Company's Fleet Personnel Department at least seventy-two (72) hours in advance of the time they are ready to return to the vessel.

- 21.08 Under no circumstances will an Officer be granted a leave of absence to obtain alternate employment. It is understood there may be circumstances where an Officer may require a leave of absence, and while on leave may find it necessary to earn income. In such circumstances, employment prospects must be discussed first with the Company to ensure no conflict exists. Furthermore, leaves will not be granted or will be revoked if an Officer accepts employment with a competitor in the marine industry.
- 21.09 In the event an Officer is elected or appointed to work in an official capacity for the GUILD,
- (a) If the Officer requests a leave of absence in writing, and
 - (b) If the GUILD approves of the Officer's request, the Company shall grant the Officer a leave of absence without pay of not more than three (3) years to work in that capacity and if the Company consents the leave of absence may be extended.
- 21.10 In the event an Officer has been elected or appointed to attend a GUILD convention or to carry out other business of the GUILD, if the Officer gives fifteen (15) calendar days notice to the Company and if satisfactory replacement is secured, the Company shall, for this purpose, grant leave of absence without pay to the Officer. When the GUILD reports to the Company that the Officer is ready to return to work after completing the GUILD business, they shall be entitled to return to their vessel at the earliest convenient date.
- 21.11 An Officer shall be granted a leave of absence of up to twelve (12) months, to accept a shore-based position with the Company, provided the Company submits such requests in writing.

- (a) The Company shall inform the GUILD of the expected duration of the leave when an Officer is granted a leave of absence under this provision.
- (b) During the period of Company leave, the Officer shall continue to have GUILD dues deducted from their pay, will continue to accrue seniority and will continue to participate in the GUILD's Family Security Plan and CMSG Retirement Security Plan.

21.12 An Officer with three (3) or more years of seniority may be granted a Leave of Absence without pay for a period of up to thirty (30) days upon submitting a request in writing to the Company at least fifteen (15) days prior to the date such leave is to commence.

21.13 This Article will not be used to have the Officer work as a shipboard Officer on a Company fleet/vessel where the Officers are not represented by the GUILD, unless mutually agreed upon between the Company and the GUILD.

ARTICLE 22 - PILOTAGE PROFICIENCY

22.01 The parties agree that pilotage of Company vessels in the Great Lakes and St. Lawrence Seaway, specifically in those waterways under the jurisdiction of the Great Lakes Pilotage Authority (GLPA), is important for the continued viability of the business. It is understood that training provided to Officers for the purposes of achieving district pilotage certification(s), as issued by the GLPA, is a significant investment on the part of the Company. Recognizing the value of pilotage certification, the Company has agreed to provide the following monetary incentives, in addition to the established proficiency pay.

22.02 The Company agrees to make, on a one-time basis, a one-thousand dollars (\$1,000) payment, per district, when new

GLPA “Piloting Mate, Level 1” (PM1) certifications are earned, up to a maximum of five-thousand dollars (\$5,000) for all five (5) districts.

- (a) Eligible PM1 Districts include: District 3, District 2, Lake Ontario, Cornwall, and District 1.
- (b) Any Officer who has earned and presently maintains one (1) or more of the aforementioned credentials prior to the ratification of this agreement will be eligible for a one-time retroactive payment for the same sum.

22.03 When an Officer is in charge of a vessel between Tibbets Point and St. Lambert Lock, excepting when the vessel is at anchor or not underway, they shall receive, in addition to the applicable rate at the time the work is performed, a sum of one-thousand dollars (\$1,000).

22.04 Piloting Officers (PM1 certificate holders) who are scheduled (by the Master) to pilot the waterways as defined below, for a period equivalent to at least half the passage, shall receive the following:

- (a) Detroit & St. Clair Rivers - \$250
- (b) St. Mary’s River - \$250

The Master will endeavor to distribute pilotage opportunities equitably in the event there are multiple certificate holders on-board.

22.05 A piloting Officer will receive a minimum of five-thousand dollars (\$5,000) in proficiency pay for each full year worked. If a piloting Officer does not pilot enough trips to earn the five-thousand dollar (\$5,000) minimum amount, the Company will make a payment for the difference on an annual basis, by March 31st. A piloting First Mate who holds certification in all five (5) districts, those noted in 22.02 (a), will instead receive a minimum of six thousand five hundred dollars (\$6,500) in

proficiency pay for each full year worked.

This compensation is dependent upon:

- (a) An Officer shall submit their regular trip reports and documents to the Company's Fleet Personnel Department for the purpose of maintaining their certification in good standing, as required by the GLPA.
- (b) The above (a) applies to submissions of the required trip reports for all GLPA districts.
- (c) A piloting Officer is defined as holding certifications in a minimum of two (2) GLPA Districts, those being Cornwall and District 1.

22.06 It shall be the right of any Officer to refuse to apply for a pilotage certificate for any district or part of a district, within the jurisdiction of the Laurentian (LPA) and Atlantic Pilotage Authorities (APA), where compulsory pilotage is required by law and for so long as the same continues to be so required for vessels of Canadian Registry.

- (a) This language is not applicable to waters under the jurisdiction of the GLPA.
- (b) Any such refusal shall not subject an Officer, directly or indirectly to any penalty whatsoever.

22.07 Permanent Officers employed at the time of contract ratification are strongly encouraged to obtain their pilotage certification to qualify for the monetary incentives within this Article, and make reasonable efforts towards earning and/or maintaining pilotage credentials.

- (a) Any permanent Officer hired after contract ratification will be enrolled in the GLPA PM1 certification process, and will be required to make the effort to earn and maintain pilotage certification.

- (b) Officers who have reasonably endeavored to earn pilotage certification, but are unable to do so, shall not subject an Officer, directly or indirectly to any penalty whatsoever.
- 22.08 Any Navigation Officer who works on their scheduled time off (leave) for the purpose of obtaining pilotage trips for new certification or maintenance of current certification shall be compensated at their Earnings Per Day Rate for each day. Approval for and coordination of said trips shall be made through the Company's Fleet Personnel Department, in writing (email). Placement may be on any vessel in the Company's various fleets, and/or on a combination of vessels, should the latter prove beneficial for the timely accumulation of trips and the Officer's development of pilotage knowledge.
- 22.09 In the event an Officer, through no fault of their own, be considered at risk for losing their pilotage certification due to insufficient trips in any GLPA district, the Company will endeavor to identify additional opportunities for the Officer to secure the requisite trips so that certification is not suspended or revoked.

ARTICLE 23 - FAMILY SECURITY PLAN

- 23.01 The Company agrees to pay the required premiums in order to maintain the benefit entitlements for all Officers holding seniority with the Company.
- (a) Should an Officer holding seniority be laid off benefits will continue to the end of the month following the month of the date of layoff.
 - (b) Layoff date for Officers will be the date their Leave Earnings Balance is depleted.
- 23.02 For Temporary Relief Officers, the Company agrees to make contributions on the Officer's behalf such that the Temporary

Relief Officer will have full benefits for each day an Officer works.

- (a) For Temporary Relief Officers, the Company agrees to send the aggregate of the contributions to the Family Security Plan administrator designated by the GUILD, on or before the 15th of the following month. The contributions shall be accompanied by a list in duplicate showing each Temporary Relief Officer's name and the number of days and hours for which the contributions are being made.

23.03 The Company agrees to continue Family Security Plan contributions when an Officer is off work as a result of a compensable disability or illness. The Company will continue to remit contributions for up to a period of one (1) month from the first date of absence while that Officer applies for disability coverage. After this, contributions will only be paid during any period the Officer 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 when proof of compensability is provided.

23.04 The Canada Labour Code (Code) provides federally regulated employees with specific unpaid and paid leaves. If an Officer is on one of these approved leaves, they will be entitled to a continuation of Family Security Plan benefits during the period of leave, up to the maximum allowances in the Code.

23.05 The remittance for Officers holding seniority will be adjusted annually in accordance with any premium changes that are required to maintain benefit coverage levels.

23.06 Changes to the plan will only be made with approval from the GUILD Family Security Plan Trustees.

- (a) Company is represented on the Board of Trustees for the GUILD Family Security Plan Trust Fund by the Algoma

Central Corporation, with a single seat, representing all its fleets covered under GUILD Collective Agreements.

- 23.07 When an Officer is promoted to Training Captain, recognized to be positions outside of the scope of this Agreement, the Officer will have the option to maintain benefits from the GUILD Family Security Plan until such time the Officer is:
- (a) Hired into the position of Captain, and
 - (b) The GUILD is notified, in writing, of the change.

ARTICLE 24 - PENSION PLAN

- 24.01 All Officers employed shall, as a condition of employment, enrol and maintain membership in the CMSG Retirement Security Plan.
- 24.02 The Company shall contribute, on behalf of each Officer, separately from their regular pay, eight percent (8%) of the Officer's Basic Hourly Wage Rate for hours worked according to the applicable leave system, up to a maximum of twelve (12) hours per day, over and above any contributions to the Federal or Provincial Plan.
- 24.03 Each Officer shall contribute an amount equal to that remitted by the Company. As such, each Officer shall have deducted from their pay by the Company, the amount of eight percent (8%) of the Officer's basic Regular Hourly Wage Rate of twelve (12) hours per payroll day, over and above any contributions to the Federal or a Provincial Plan
- 24.04 Pension contributions are deducted and remitted when earnings are paid out to Officers.
- (a) For Officers on the Paid Leave System, pension contributions shall be calculated in accordance with the above but contributed on the earnings as they are paid out

from the Leave Earnings balance. This means an Officer will have pension contributions remitted when working and when on leave based on the wages paid out from their Leave Earnings Balance.

- (b) For all other Officers, since earnings are not deferred but rather paid within each respective pay period, the pension contributions are also remitted based on the full earnings that are earned during the respective pay period. This means Officers will only have pension contributions remitted for the period they are working and not for the period they are on leave.

24.05 The Canada Labour Code (Code) provides federally regulated employees with specific unpaid and paid leaves. If an Officer is on one of those approved leaves, they will be entitled to the accumulation of pension benefits during the period of leave, up to the maximum allowances in the Code.

- (a) The Officer is responsible for and must, within a reasonable time, pay those contributions for the period of any leave of absence unless at the commencement of the absence or within a reasonable time thereafter, the Officer notifies the company of the Officer's intention to discontinue contributions during that period.
- (b) The Company will match the Officer's contributions, as outlined in this Article, during the Officer's leave of absence unless the Officer does not pay the Officer's contribution, if any, within a reasonable time.
- (c) Contributions while on these approved leaves will not exceed what an Officer would normally earn based on their permanent position and elected leave system.

24.06 The contributions, as outlined above, shall be remitted to the Trustees of the CMSG Retirement Security Plan by the 15th of the following month.

- 24.07 When an Officer is promoted to Training Captain, recognized to be positions outside of the scope of this agreement, the Officer will have the option to maintain contributions to the CMSG Retirement Security Plan until such time the Officer is:
- (a) Hired into the position of Captain, and
 - (b) The CMSG notified, in writing, of the change.
- 24.08 The Company is represented on the Board of Trustees for the CMSG Pension Trust Fund by Algoma Central Corporation, with a single seat, representing all its fleets covered under CMSG Collective Agreements.
- 24.09 Changes to the plan will only be made with the approval of the CMSG Pension Plan Trustees.
- 24.10 The parties recognize that in order to be compliant with applicable regulations, pension contributions cannot be remitted to a pension plan following the year in which an Officer turns age 71.

Company agrees to compensate those Officers who according to regulatory restrictions cannot have pension contributions remitted on their behalf provided the alternative does not result in an added cost to the Company. The compensation will be paid as follows:

- (a) The Company will pay to the affected Officer the percentage normally remitted by the Company as the pension contribution as income, less applicable statutory deductions and less the additional cost to the Company as a result of the payment being made as income rather than a pension contribution i.e., Employment Insurance, Employer Health Tax, etc.
- (b) For Officers who according to regulations cannot have pension contributions remitted on their behalf following the year in which they turn age 71, the employee pension

contribution previously deducted and remitted to the pension plan provider will no longer be deducted from the Officers' pay.

- (c) This Agreement is intended to govern the ongoing practice regarding the treatment of pension contributions for Officers following the year in which they turn age 71 when the Officer is no longer eligible to contribute to, or have contributions made on their behalf to the pension plan provided for under the collective agreement between the Parties. However, should the applicable legislation change whereby pension contributions can be remitted to an Officer following the year in which they turn age 71 the practice will revert to that as prescribed in the relevant articles in the collective agreement between the Parties provided it does not violate any regulatory statute.

ARTICLE 25 - LEGAL DEFENSE INSURANCE

25.01 Legal Defense Insurance for Officers covered by this Agreement shall be provided in the following manner:

- (a) The resources of the Legal Defense Insurance shall be used to provide Officers with such benefits, facilities and legal services as may be determined by the GUILD.
- (b) Effective date of ratification the Company agrees to pay the GUILD the sum of five dollars (\$5.00) per position per day.

25.02 The Company agrees to send the aggregate of the contributions for each month to the Canadian Merchant Service Guild, at 445 Eastchester Avenue East, Unit 2 Upper, St. Catharines, On L2M 6S2 on or before the 15th of the following month.

- (a) The contributions shall be accompanied by a list in duplicate showing each Officer's name, the number of days for which contributions are being made and the

number of positions on each vessel, whether such positions are filled or vacant.

25.03 In this Article "Officer" means Officers who are members in good standing of the GUILD.

ARTICLE 26 - SCHOOL PLAN

26.01 A permanent Officer holding seniority or a Temporary Relief Officer, at the Company's discretion, is entitled to payment under this provision.

Watchkeeping Mate to Chief Mate	\$15,000.00
Chief Mate to Master, Near Coastal	\$18,000.00
Chief Mate to Master Mariner	\$18,000.00
Master, Near Coastal to Master Mariner	\$5,000.00

- (a) Officers shall submit copy of the upgraded certificate to the Company's Fleet Personnel Department following its attainment.
- (b) Officers will then be entitled to the payment after remaining with the Company for a period of one-hundred and twenty (120) days.
- (c) Officers are not entitled to certificate premiums that are by-passed when successfully acquiring their higher certificate (upgrading).

The Company upon approval will pay tuition, upon successful completion, for courses related to the certificate upgrade.

- 26.02 Should an Officer who has received a payment under this Article resigns or is terminated for just cause within twelve (12) months of receiving such payment, reimbursement will be made to the Company, prorated over the twelve (12) month period from the date the Officer received the payment.
- 26.03 Should an Officer refuse a transfer to a vessel operating on a voyage to which their certificate is applicable, or refuses a promotion to the position for which the certificate is applicable, or resigns within one (1) year of payment, reimbursement will be made to the Company, prorated over the twelve (12) month period from the date the Officer received the payment.
- 26.04 Should an Officer who has received a payment under this Article refuse a promotion to the position for which the certificate is applicable within twelve (12) months of receiving such payment, reimbursement will be made to the Company, prorated over the twelve (12) month period from the date the Officer received the payment.
- 26.05 Should an Officer be required, by the Company, to attend a course, the Officer shall be entitled to receive eight (8) hours at their basic hourly rate of pay while attending the course as provided by this Agreement. All Officers shall be given thirty (30) days' advance notice, if possible, of any such courses to be attended.
- 26.06 MED REFRESHER
- Should a permanent Officer holding seniority wish to attend MED Refresher Training in STCW Basic Safety, Proficiency in Survival Craft and/or Advanced Firefighting, the Company will reimburse course fees as outlined in the Transportation Article.

- (a) The Officer must submit a request to the Company, in writing and within thirty (30) days advance notice, their intent to attend the training.
- (b) Reimbursement will be made to the Officer after completion of course(s) and submission of training certificates to the Company.
- (c) Should an Officer who has received a payment under this Article resign within twelve (12) months of receiving such payment, reimbursement will be made to the Company, prorated over the twelve (12) month period from the date the Officer received the payment.

ARTICLE 27 - CLOTHING ALLOWANCE

27.01 All clothing and PPE supplied by the Company must be worn during working hours.

27.02 The Company shall supply:

- (a) One (1) pair of coveralls to each new Officer at the time the Officer commences employment on a vessel, and thereafter.
- (b) Two (2) additional pairs of coveralls during the first twelve (12) months of employment. Subsequently, coveralls are replaced as needed to a maximum of three (3) pairs of coveralls per year, one (1) of which will be insulated if the ship is trading in Canada.
- (c) The Officer will have the option to select a winter parka or rain gear instead of insulated coveralls.

27.03 Each permanent Officer, or any relief Officer upon complete of one (1) full year of service with the Company, and at the completion of each subsequent year of service, will be paid a

safety footwear allowance of two hundred and fifty dollars (\$250.00) on December 1st of each year.

- 27.04 Should a permanent Officer damage their safety boots beyond repair in the course of their duties and this is confirmed by the Master or Chief Engineer the Officer will be allowed to submit an expense for the purchase of replacement safety boots in accordance with the provisions of this Article and will be reimbursed up to a value of two hundred dollars (\$200.00).

ARTICLE 28 - MARINE DISASTER

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

ARTICLE 29 - FAMILY VISITATION

- 29.01 With the prior approval of the Master, which will not be unreasonably withheld, an Officer may, only 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. Immediately upon coming on board, the Officer and their family members must sign a waiver releasing the Company from all liability and while on board must observe the Company's safety policy.
- 29.02 Subject to approval of the Company and vessel's Master, and having adequate lifesaving apparatus onboard, an Officer who has completed ninety (90) days' service, shall be allowed to have their partner on board for up to thirty (30) days per

calendar year. Only Officers who are entitled to a single accommodation are eligible. The Company, at its sole discretion, may restrict the number of partners on board to no more than two (2) at any time. Partners will not interfere with the normal operational of the vessel.

ARTICLE 30 - DISCIPLINE

- 30.01 Refusal of any Officer to work as directed or to obey lawful orders of their superior Officers may be grounds for discipline, up to and including termination. That notwithstanding, Officers shall not be expected to perform work that is inherently unsafe.
- 30.02 No Officer shall be disciplined or terminated, except for just cause.
- 30.03 Whenever an Officer is required to attend a meeting for the purpose of imposing discipline or conducting an investigation that could result in discipline, the Officer shall be entitled to have a GUILD Representative present.

When an Officer waives their right to GUILD Representation for the purposes described in this Article, the Officer shall notify the Company and GUILD in writing, prior to the meeting date. Failure of the Officer to provide said written notice shall not ordinarily be grounds to defer the meeting.

The Company shall provide reasonable notice to the Officer and the GUILD of the purpose of the meeting.

- 30.04 Written notification of any disciplinary measure and the reasons for the discipline, shall be provided to the Officer, and copied to the GUILD.

- 30.05 The Company and the GUILD agree not to introduce any document(s) as evidence, that either the Company, Officer or the GUILD were not aware of prior to the hearing.
- 30.06 Disciplinary information placed in the personnel file of an Officer shall not be relied on for disciplinary purposes after twenty-four (24) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. Should additional discipline be incurred within the twenty-four (24) month period, the time limits for retention shall be reset to that of the most recent discipline.
- 30.07 Upon written request, an Officer is entitled to review , their personnel file once per year, in person and in the presence of a representative of the Company's Fleet Personnel Department at the Company's office.
- (a) The Officer may request to be accompanied by GUILD Representative.
 - (b) As practicable, the Officer's file will be available for examination within five (5) business days after receipt by the Company of the written request.
- 30.08 The GUILD agrees to work together with the Company to ensure Officers assist and cooperate with the Master, Chief Engineer and Company Representatives to maintain order on board.

ARTICLE 31 - GRIEVANCE PROCEDURE

- 31.01 The GUILD and the Company agree that Officers should seek to resolve, without undue delay, complaints on board the vessel. That notwithstanding, nothing shall preclude an Officer from escalating the complaint to the Company's Fleet Personnel Department or GUILD, or to formalize the complaint into a grievance with the GUILD.

- 31.02 Officers who file complaints or grievances are expected to be prompt, precise and truthful. Deliberately making a false accusation is strictly prohibited.
- 31.03 Reprisal against Officers for filing a complaint or grievance, or for escalating a matter, when necessary, above the shipboard management, is strictly prohibited.
- 31.04 In the event a complaint arises as to the interpretation or application of or in compliance with the provisions of this Agreement, including without limiting the generality of the foregoing, a complaint in respect to wages, hours of work or conditions of employment of any Officer, there shall be no interruption or impeding of work, and the parties shall endeavour to settle the matter in the following manner:

Step One:

- (a) An Officer who believes they have a complaint must discuss that complaint with the Master, Chief Engineer or appropriate Company Representative within ten (10) calendar days of the Officer's awareness of the alleged occurrence,
- (b) If a satisfactory solution cannot be achieved within a period not exceeding ten (10) calendar days from the date the alleged complaint was brought to the Company's Representative's attention, the Officer must submit their complaint, in writing, to the GUILD within ten (10) calendar days of the Company's response.

Step Two:

- (a) The GUILD, upon receiving the written complaint from an Officer, shall confer or meet with a Company Representative within seven (7) calendar days to try and resolve the matter.

- (b) If a satisfactory solution cannot be achieved within a period not exceeding seven (7) calendar days from the date the GUILD conferred or met with the Company Representative, the GUILD shall formalize the complaint into a grievance and submit it to the Company Representative within seven (7) days.

Step Three:

- (a) The parties shall meet or confer within ten (10) calendar days from the date the grievance is presented to the Company, in order to discuss the grievance, and, if possible, to achieve a resolution.
- (b) The Company Representative shall render their decision, in writing, within ten(10) calendar days of said meeting or discussion.
- (c) If no settlement is reached within the timelines indicated in (b) above, either party must indicate its intention to proceed to arbitration by notifying the other party by email or registered mail within ten (10) calendar days of receipt of the written decision.

31.05 Notwithstanding any other provisions of the agreement, if the Company Representative fails or refuses to comply with any step or condition of the Grievance Procedure, either party may submit the grievance at once to arbitration.

31.06 If there is a grievance which is the same for a number of Officers of the Company, such a grievance shall be presented directly to a Representative of the Company. If no resolution can be reached the matter may then be submitted to arbitration as per Step Three. The results of such arbitration shall be binding on the Company, the GUILD and all persons concerned with the particular grievance involved.

31.07 The time limits outlined in this Article may be extended by mutual consent, in writing.

ARTICLE 32 - ARBITRATION PROCEDURE

32.01 In the event any difference arises between the Company and the GUILD as to the interpretation, alleged violation or application of or compliance with this Agreement or as to any grievance or dispute arising out of the operation of the Grievance Procedure Article, the difference may be submitted to arbitration pursuant to the terms of this section.

32.02 An arbitrator shall be jointly selected by the GUILD and the Company.

(a) This selection shall be made within a reasonable period, however no later than thirty (30) calendar days after the notice of intent to proceed to arbitration has been given by either party to this Agreement.

(b) In the event that the parties fail within the said thirty (30) calendar 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, in turn, shall select and designate the Arbitrator.

(c) In the event the selected arbitrator is unable to serve by reason of death, incapacity or resignation, or for any other reason, their replacement shall be appointed in the same manner as is provided herein for the appointment of the first arbitrator.

(d) This Agreement does not provide for panel arbitration.

32.03 The parties agree to cooperate with the arbitrator with respect to settling a mutually agreed upon date for the hearing. The grieving party shall provide the Arbitrator a copy of the grievance and the Collective Bargaining Agreement.

- 32.04 The decision of the arbitrator shall be limited to the dispute(s) or question(s) contained in the grievance.
- 32.05 The decision of the arbitrator shall not change, add to, vary, or disregard any conditions of this Agreement.
- 32.06 The decision of the Arbitrator shall be final and binding upon the Company, the GUILD and all persons concerned.
- 32.07 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 (2) parties in the proportion appropriate to the share of responsibility that each side had in the production of the grievance.
- 32.08 The time limits outlined in this Article may be extended by mutual consent, in writing.

ARTICLE 33 - OFFICER RESIGNATION

- 33.01 When an Officer decides to resign from employment with the Company, they shall endeavour to provide Master or the Company Office a minimum of fourteen (14) calendar days' notice in writing.
- 33.02 The Company will not pay the cost of transportation from the vessel to an Officer's home when an Officer resigns while working on board a vessel.
- (a) Should an Officer work less than their scheduled tour of duty, the Company shall be entitled to recover all related expenses incurred while joining the vessel.

- (b) If the vessel is trading outside of Canadian waters and the Company is required to repatriate the Officer, the cost of repatriation will be deducted from the Officer's pay cheque.

ARTICLE 34 - SEVERANCE

34.01 Where Officers are displaced due to automation, mechanization, permanent reduction in the number of Officers because of the sale of a vessel, decommissioning, or a layoff, recall and severance will be determined as follows:

- (a) Officers with less than three (3) years seniority with the Company shall have their employment terminated and will be entitled to severance pay equal to five (5) days basic pay per full year of service with the Company calculated at the date of termination of employment. However, at the discretion of the Company, based upon operational requirements, Officers may be offered alternate employment within the Company's fleets.
- (b) Officers with at least three (3) years seniority with the Company will be laid off and placed on a recall list pursuant to the provisions of the Probationary Period, Seniority and Trial Period Article, with entitlement to be placed on other vessels as vacancies occur provided they are qualified to perform the available work.
- (c) Should an Officer not be offered a permanent placement on another Company vessel during the time they are on the recall list, their employment will terminate after twenty-four (24) months and they shall be entitled to severance pay equal to five (5) days basic pay per full year of service with the Company calculated at the date of layoff.

- 34.02 Officers that may be laid off under the provisions of this Article, will have first right of refusal for all vacancies that they are qualified for on GUILD represented vessels operated by the Algoma Central Corporation (including the domestic dry bulk and cement fleets). Selection of these Officers will be based on qualifications and seniority. If qualifications are equal, then seniority will be the governing factor.
- 34.03 An Officer who has been laid off from under the provisions of this and accepts a permanent position on a vessel operated by the Algoma Central Corporation, that Officer will be deemed to be recalled under the provisions of this Article, and, as such, the Company shall not be obligated to pay severance.

ARTICLE 35 - DURATION AND RENEWAL

- 35.01 This Agreement shall take effect the 1st day of August 2021, and shall remain in full force and effect until the 31st day of July 2028, and shall, without further act of the parties be renewed from year to year thereafter, unless written notice of desire to amend, modify or cancel any term hereof is given by either party to the other, within one hundred and twenty (120) days prior to the expiry of this Agreement.
- 35.02 In the event neither party gives notice to reopen within one hundred and twenty (120) days prior to expiry, allowing the Agreement to continue on a year to year basis, either party may give written notice of desire to amend, modify or cancel any term thereof one hundred and twenty (120) days prior to the anniversary date, in any year, in which case this Agreement shall terminate on the anniversary date in that year.
- 35.03 This Collective Agreement shall remain in force until a new Collective Agreement is ratified.

IN WITNESS WHEREOF, the parties hereto have signed on the 2nd day of September 2021.

Algoma Tankers Limited

Canadian Merchant Service Guild

Original signed by:

Original signed by:

Brooke Cameron
Senior Manager,
Fleet Personnel

Mario Elrick
Assistant Secretary
Treasurer