

MEMORANDUM OF AGREEMENT made this

*April 19 1985*

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BETWEEN:

CARTIER-McNAMARA -CORPORATION  
*(formerly Lesmark Marine)*  
hereinafter referred to as

THE COMPANY

AND:

SEAFARERS' INTERNATIONAL UNION OF CANADA

hereinafter referred to as

THE UNION

WHEREAS the **Company** owns, operates, manages or **bareboat** charters waterborne, engineering and construction and dredging **equipment** in Canada, or within provincial **jurisdiction** (hereinafter referred to as "waterborne equipment"), and ships registered in Canada as defined by the Canada Shipping Act (hereinafter referred to as vessels");

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

**1. GENERAL PURPOSE OF THIS AGREEMENT**

(a) The general purpose of this agreement is, in the mutual interest of the Company and their unlicensed employees, to provide for the most reasonable operation of vessels and waterborne equipment owned, operated, managed, **bareboat** chartered or leased to the Company under methods which will further to the fullest-extent possible, the safety and welfare of the said employees and economy of operations. It is **recognized** by this agreement to be the duty of the Union, the Company and said employees to cooperate fully, individually and collectively for the advancement of these conditions.

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

Union Representation: President of the **S.I.U.** of Canada  
Executive Vice-President of the **S.I.U.** of Canada

Management Representation: Members of the Dredging  
Negotiating Committee

The purpose of the Labour **Management Committee** shall 'be to discuss and make every effort to resolve matters of mutual interest and to discuss grievances not settled in paragraph (h) of the grievance procedure.

Committee meetings shall be held no less than once every two months, on the third Monday of each second month.

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

(c) An Occupational Health and Safety Labour-Management Committee **is** established to promote safe and healthy working conditions for persons employed by **the Company**. It will not deal with matters such as operational safety or public safety.

The Committee shall meet on the second Tuesday of each month.

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2. RECOGNITION

The Company recognizes the Union as the sole collective bargaining agent for all unlicensed personnel specified herein employed on the Deck, Engineroom and Steward's Departments of all ships, vessels or waterborne equipment owned and/or operated by the Company signing this Agreement including unlicensed mates, unlicensed engineers, workboat operators, and foremen, excluding salaried employees.

(a) Where a Company or part thereof is sold, leased or transferred during the term of this Agreement, the Agreement shall bind the purchaser, lessee or transferee to the same extent as if it has been signed by him, unless mutually agreed to by the Union in writing.

(b) Where a vessel covered by this agreement is chartered to a wholly owned or controlled subsidiary company, this Agreement will continue to apply.

(c) Where a vessel covered by this Agreement is owned by a wholly owned or controlled subsidiary company and is returned to the owner, this Agreement will continue to apply.

(d) The foregoing clauses shall not apply to cases where a vessel (or vessels) are sold, through an arm's length transaction, outside of Canada and/or a vessel (or vessels) are sold or chartered to the Government or a Government Agency.

3. CLAUSE PARAMOUNT

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

4. GOVERNMENT LAWS AND REGULATIONS

Nothing in this Agreement shall be so construed as to affect the obligations of the signatories under the provisions of the Canada Shipping Act as amended, or other Government legislation, nor to impair in any manner whatsoever the authority of the Company.

5. MAINTENANCE OF MEMBERSHIP AND EMPLOYMENT

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

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

(c) The Union agrees that paragraph (b) above shall not be invoked in such a manner as to penalize or cause inconvenience to the Company.

(d) The Company shall not be required to discharge any employee under paragraphs (a) and (b) above unless and until a replacement satisfactory to the Company is made available by the Union.

(e) The Company agrees to deduct monthly Union dues and/or assessments in the amount as established by the Union and remit same to the Union for all employees covered by this Agreement, It is further agreed that all the initiation fees will be deducted and remitted to the Union from the employees concerned, The Union dues and/or assessments and/or initiation fees will be remitted monthly to the Union Headquarters at Montreal, Quebec, no later than the 15th (fifteenth) of the following month,

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

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

1. The Union Hiring Halls shall be open Monday through Friday from 09:00 hrs. to 17:00 hrs.
2. Shipping shall be conducted at all ports in accordance with the above stated hours, Monday through Friday.
3. Telephone numbers of Union officials in each port shall be furnished to the Company in case of emergency calls for employment.
4. Outside the hours of 09:00 to 17:00 hrs. the Union Hall shall have an answering service available for incoming calls which are received.
5. The Union hiring facilities shall be closed on all statutory holidays specified in Article 12 herein and on all other Federal and/or applicable Provincial statutory holidays. Where such holidays fall on a Saturday or Sunday, the Union Hiring Halls shall be closed on the following Monday or on the next juridical day should the following Monday be a statutory holiday,

(h) The Union agrees to cooperate fully with the representative and management of the Company in obtaining well qualified, reliable, sober employees to fill vacancies as they occur. When employees are requested, the Union agrees that the Company's requirements will be filled as quickly as possible.

(i) The Company agrees that Unlicensed Personnel to be hired shall be requested through the dispatch office of the Union. The Company shall endeavour to give forty-eight (48) hours' notice of personnel requirements. The Union will make every reasonable effort to refer applicants to the Company in advance of the day they are required to commence work. In cases where the Company rejects individuals who it does not consider satisfactory, it shall notify the Union immediately of the rejection and the individual shall be provided with written reason for such rejection, and the Union shall furnish replacements with sufficient promptness to avoid delay in sailing at the appointed time. Rejections shall not be arbitrary or without valid reason. Should the Union be unable to furnish employees that are capable, competent and satisfactory to the Company with sufficient promptness to avoid delay in sailing at the appointed time, the Company may secure replacements from other sources on a temporary basis subject to the following paragraph, and the Company shall make every reasonable effort to so notify the Union within twenty-four (24) hours. The Union reserves the right to replace "replacements" once the temporary requirement has been met, following the completion of the position's normal tour of duty.

(j) When presenting himself for employment each employee shall present his Union dispatch form and-discharge book where required to the Company Representative. Personnel may be rejected for any reason, but the reason must be supplied in writing at the time of rejection, if requested. If the replacement is not accepted by the Company because of an error in the Company placing a call for replacement, he shall be reimbursed reasonable transportation expenses supported by receipts to and from the vessel and shall receive one (1) day's basic pay, without any additional pay if this should happen on a Saturday, Sunday or statutory holiday.

(k) The right of any employee to employment with the Company shall be conditional upon the employee being medically fit to perform his duties and the Company may, at any time, cause the employee to be medically examined at the Company's expense.

(l) The Union agrees that only the Company Representative has the right to direct the crew, determine qualifications, hire, promote, demote, transfer, lay-off, suspend or discharge employees for cause subject to the collective agreement.

Where employees are promoted, they shall maintain and continue the seniority of their previous classification. Employees called upon to act in a temporary supervisory capacity shall be paid one-dollar (1,00\$) per hour above their regular trade classification rate.

(m) Refusal of any employee to work as directed or to obey lawful orders of his superior officers shall be grounds for discharge.

(n) No employee shall be dismissed from his employment with the Company except for valid cause, which shall be provided in writing. On any specific project where an employee is dismissed for cause, or-quits, the Company has the right of refusal to re-hire for the duration of this contract.

Where an employee is dismissed for cause by the Company, he shall have the right to submit the dismissal as a grievance in accordance with the provisions of this Agreement.

However, severance of employment, whether by the employee or employer on a previous occasion shall not be considered as valid cause justifying refusal to rehire, except where the severance is due to the employee fighting with or threatening other employees or Company representatives, endangering their safety or security, or willfully damaging their property or that of the Company,

(o) When an employee is issued a warning notice as a measure of progressive discipline, the issuance of the notice will be made in the presence of the Union delegate.

## 6. GRIEVANCE PROCEDURE

(a) An employee who is refused employment, discharged, suspended, laid off or transferred from his employment has the right and must file a grievance with the Company through the Union within five days of its occurrence.

@) Only one (1) Union member on each ship, dredge, tug, barge or unattached occupational group of three (3) men or over, may act as Union delegate. Where shifts are being worked, each shift on the above-mentioned equipment may elect its own delegate.

(c) Where the employee has a grievance while working on board a vessel, he must present his grievance on Standard Grievance Form (if available) to the Captain or Chief Engineer with a copy to the ship's delegate within ten (10) days of its alleged occurrence.

(d) Upon request of the grieving employee, the Ship's delegate shall assist in the grievance procedure. He shall not be subject to discipline for assisting the grievor in the grievance procedure, provided such assistance does not interfere with the operating of the ship.

(e) The Captain or Chief Engineer shall acknowledge receipt and reply to the grievance by completing and returning to the grievor a duly completed Standard Grievance Form within ten (10) days of receipt of grievance.

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

(g) Within forty-five (45) days of the Captain's or Chief Engineer's reply or the filing of a grievance through the Union with respect to clause (a) above, the Union office shall submit the duly completed Standard Grievance Form to the head office of the Company.

(h) Within thirty (30) days of the date the grievance is submitted by the Union to the Company's head office, the Company shall reply enclosing a copy of the duly completed Standard Grievance Form.

(i) The Union shall also have the right to submit a grievance in writing to the Company on behalf of all the employees in the bargaining unit or a group or category thereof within thirty (30) days of the occurrence giving rise to the grievance, or on behalf of an individual member not employed aboard a vessel at the time within thirty (30) days of the occurrence giving rise to the grievance. In both these instances above, the Company shall reply to the grievance as per clause (h) above.

(j) Should the grievance not be settled within the thirty (30) day period provided in clause (h) above, the matter must be referred to arbitration within ten (10) days thereafter.

7 ● ARBITRATION

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

(a) The arbitration board shall consist of one arbitrator who shall be jointly selected by the Union and the Company. This selection shall be made within ten (10) days after the request for arbitration has been made by either party to this Agreement. In the event that the parties fail within the said ten-(10)-day period to agree upon the selection of an arbitrator, the matter may be referred by either party to the applicable Minister of Labour, (Federal or Provincial) depending on the jurisdiction of the project giving rise to the grievance, who shall select and designate the arbitrator.

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

(c) A statement of the dispute or question to be arbitrated shall be submitted by both parties, either jointly or separately to the arbitrator within five (5) days of his appointment. The arbitration board shall convene within ten (10) days following the appointment of the arbitrator unless otherwise mutually agreed by the parties, and shall render its decision as soon thereafter as possible,

(d) The decision of the board shall be limited to the dispute or question contained in the statement or statements submitted to it by the parties. The decision of the arbitration board shall not change, add to, vary or disregard any conditions of this Agreement. The decisions of the arbitrator which are made under the authority of this Arbitration Article shall be final and binding upon the Company, the Union and all persons concerned,

(e) The expenses, fees and costs of the arbitrator shall be paid by the party to this Agreement found to be in default upon the arbitrator's resolution of the grievance or, if the arbitrator resolves the grievance in such a way that neither side shall be found wholly in the right, then the arbitrator shall also establish the proper split of the expenses, fees and costs between the two parties in the proportion appropriate to the share of responsibility that each side had in the production of the grievance,

**8. UNION OFFICERS BOARDING VESSELS**

(a) For the purpose of consulting with Union members, the Company agrees that an **authorized**, credentialed officer of the Union shall be allowed on board dredging equipment at job sites, provided that he shall present his Pass on boarding the vessel to the Company Representative in charge. Such representatives shall have the right to engage in negotiation with the Company Representative in respect of any dispute or grievance, but shall not have the right to interfere in any way with the operations of the vessel, .

(b) The Union shall submit to the Company the name and relevant particulars of the Union members authorized by the Union to act as its representatives provided that the Company, upon receiving from any representative a waiver, in form satisfactory to the Company, of any claim for any damage resulting from any accident or injury in or about Company property, shall thereupon issue a Pass to each such representative, enabling him to board the Company's vessels at job sites for the purpose herein provided,

(c) The Union 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 penalty of revocation of the Pass granted herein, Any such revocation shall be subject to the Grievance Procedure,

**9. SENIORITY AND PROMOTIONS**

(a) It is agreed that in any promotions, lay-offs, and rehiring, the Company will select employees on the basis of an employee having the needed skills, seniority and experience.

(b) The Company agrees to provide a copy of the Seniority List to the Union within thirty (30) days of the signing of the contract and thirty (30) days following the anniversary date(s) of the contract.

(c) It is mutually agreed that the application of clause (a) above shall in no-way result in a working employee being bumped for example by an employee with more seniority who has been laid off on another job/vessel.

(d) Seniority shall be maintained from the date an employee was laid-off and ceases when an employee fails to report, quits or is fired for just cause.

(e) Personnel will receive a notice of seventy-two (72) hours prior to reporting for-work.

(f) Your notice for recall for duty shall be by telephone. If by telephone and there is no answer, the Company will immediately send a telegram. If a telegram is sent you must acknowledge receipt of the said telegram within forty-eight (48) hours of its delivery to you. Failure to acknowledge shall constitute unavailability for service. This notice shall be cancelled in any undertaking expressed or implied where any employee proves unavailable for service at time of recall subject to reasonable travelling time allowance.

**10. VACATION PAY**

(a) An employee having completed one (1) full season of service or less with an employer shall receive vacation pay at time of pay-off equal to six percent (6%) of his basic wages earned,

(b) An employee having completed between one (1) and seven (7) full consecutive seasons of service with the same employer shall receive vacation pay at the time of pay-off equal to eight percent (8%) of his basic wages earned during the then current season with the said employer,

(c) An employee having completed more than seven (7) full consecutive seasons of service with the same employer shall receive vacation pay at the time of pay-off equal to ten percent (10%) of his basic wages earned during the then current season with the said employer,

(d) The right of an employee to receive vacation pay pursuant to paragraphs (b) and (c) above shall not be affected in any way where such employee is absent from his employment for reasons satisfactory to the Company,

**11. GENERAL AND EMERGENCY DUTIES**

(a) Unlicensed employees covered by this Agreement, while employed on marine units which are operating on dredging contracts, shall perform the necessary and customary duties of their department, skill or trade,

However, when marine units are engaged in operations other than dredging, the Union agrees that the crews may be directed to perform other types of duties at the same wages and classifications provided that the Union has been advised that non-dredging work is to be carried out,

(b) In the event of necessity arising on the equipment or vessel, all employees shall perform any duties as directed by the senior company representative for the safety of the crew, vessel or equipment, or of a vessel in distress or of lives in jeopardy at sea and under no circumstances will overtime be paid for this work,

(c) The Company Representative, whenever he deems it advisable may require any employee to participate in life boat or other emergency drills. Such drills will take place at least once per calendar month, if possible.

(d) Employees will take orders from one senior officer only at any one time.



12. STATUTORY HOLIDAYS

The Company agrees to recognize the following holidays:

- |                             |   |
|-----------------------------|---|
| 1. New Year's Day           | 7. Dominion-Day                           |
| 2. First Monday in February | 8. Civic Holiday (First Monday in August) |
| 3. 'Good Friday             | 9. Labour Day                             |
| 4. Easter Monday            | 10. Thanksgiving Day                      |
| 5. Victoria Day             | 11. Remembrance Day                       |
| 6. St. Jean Baptiste Day    | 12. Christmas Day                         |

St, Jean Baptiste Day will be treated as a holiday within the confines of the Province-of Quebec and the Civic Holiday will he recognized only in the Province of Ontario and the Maritimes.

In the event that any of the foregoing holidays fall on a Saturday or a Sunday, the following Monday and/or Tuesday will be observed and paid at the same rate as a Statutory Holiday. The work performed on a holiday shall be that usually performed on a Sunday. If an employee is not requested by the Company to work on a Statutory Holiday, he will receive his usual daily wage. If an employee is required to work on a Statutory Holiday, he will be paid at the overtime rate, in addition to his regular basic wage.

13. CLEANLINESS OF QUARTERS

The Company shall see that all quarters assigned for the use of the employees are kept clean, tidy, lighted and ventilated insofar as it is practicable to do so, The Company and the employees shall cooperate to the fullest in keeping living quarters clean and tidy at all times, The Company agrees to fumigate all quarters whenever such fumigation is necessary to free them of vermin, All sleeping quarters, dining or mess rooms; or other employee spaces, - are to be painted at least once yearly,

14. OTHER CONVENIENCES

I Non Boarding Equipment:

Unless prevented from so doing because of circumstances beyond its control, the company shall provide for employees on all properly constituted dredges and tugs-where employees are not provided with room and board by the Company, the following conveniences:

(a) A suitable washroom shall be provided and shall be cleaned once in each shift by an employee during his regular working hours as instructed by the proper authority, such wash-room shall have the usual toilet equipment, and shower facilities sufficient in size to accommodate the traffic of the personnel involved, Face soap shall-be supplied by the Company,

(b) A free area, suitable rest room or recreation room, for the men to have their lunches, etc., shall be provided by the Company, such rest room or recreation room shall be provided with a radio either battery or electrically operated as circumstances dictate,

(c) A locker shall be provided for the use of each employee to hang his clothes, etc. Each locker will be of sufficient size to hang clothes without creasing and shall be provided with a lock,

(d) A suitable refrigerator shall be provided for the crew members to store cold lunches, etc. The employees shall assume the responsibility of keeping said refrigerator clean.

(e) Fresh cold drinking water shall be available to employees at all times.

(f) There shall at all times be sufficient equipment available to employees for the purposes of making tea or coffee during coffee times.

(g) On temporary or jury-rigged equipment the Company agrees to supply adequate toilet facilities, cold drinking water and a cooler chest for the use of employees covered by this agreement, to keep their lunches in,

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## II Boarding Equipment:

Unless prevented to do so because of circumstances beyond its control, the Company shall provide for employees the following conveniences:

(a) Bedding consisting of mattress, spread, two (2) clean sheets, one (1) clean pillow slip and an adequate supply of wool blankets will be supplied for all crew members,

(b) One (1) face towel, one (1) bath towel, two (2) bars of face soap and laundry soap will be issued weekly,

(c) All equipment shall be provided with adequate toilet and shower facilities which shall be available to employees at all times. All living facilities shall be painted once a year prior to fit-out, unless the Company can show that this was not possible due to insufficient notice of the equipment being put into operation,

(d) Mattresses will be thoroughly cleaned and overhauled once yearly. Replacements, as required, shall be of inner-spring or foam-rubber construction, provided always that existing suitable mattresses shall be allowed to live their life.

(e) Blankets shall be dry cleaned twice yearly. Linen and towels shall be changed weekly.

(f) When due to shortages and/or Government regulations, white linen is not available, pastel-colored linen may be used and it is agreed that such items may be used until worn out before being replaced.

(g) Each employee shall be held responsible for linen, blankets, bedding and such other equipment issued to him for his own personal use, and if any of it is lost, damaged or destroyed, he will be required to reimburse the employer for the value thereof.

(h) Where flies, mosquitoes, or other biting pests or insects are present in excessive numbers, employees shall have Flytox or other portable exterminators made available to them. Whenever possible, employees' quarters shall be suitably screened against insects.

(i) All boarding dredges shall be equipped with electric washing machines for the use of the crew members.

#### 15. MEALS, COFFEE TIME AND LUNCHESES

(a) On boarding equipment, meals shall be available for unlicensed personnel during the following periods:

Breakfast:	7:30 a.m. to 8:30 a.m.
Dinner:	11:30 a.m. to 12:30 p.m.
Supper:	5:00 p.m. to 6:00 p.m.

These hours may be varied, but variation shall not exceed one-half ( $\frac{1}{2}$ ) hour each way.

(b) Where overtime is worked for periods of four (4) hours or over, coffee breaks must be allowed on the above scale: These coffee breaks shall be given in such a way that operations shall not be unnecessarily interrupted. Where an employee does not receive coffee breaks, there shall be a payment of an additional fifteen (15) minutes' pay at the applicable rate in lieu of such coffee break for each such violation.

#### EATING TIME ALLOWANCES

(a) When an employee is allowed less than thirty (30) minutes time in which to eat, in order not to interrupt operations, such time allowed shall be on the Company's time.

(b) When an employee is allowed thirty (30) minutes time or more in which to eat, such time shall be on his own time, such time not to exceed one (1) hour.

(c) Any employee who is required by the Company to work in excess of twelve (12) consecutive hours in any one day shall be provided with a suitable meal by the Company and with no cost to the employee. If no hot meal is available, there is to be a payment as follows:

Effective April 1, 1985 - six dollars and seventy-five cents  
(6,75\$)

Effective April 1, 1986 - seven dollars (7,00\$)

Effective April 1, 1987 - seven dollars and twenty-five cents  
(7,25\$)

**EATING TIME WHEN MORE THAN ONE SHIFT:**

On equipment where more than one (1) shift is working, eating times shall be posted. However, it is agreed that the eating times shall be set for not more than five (5) hours after the commencement of the shift.

**16. SUBSISTENCE ALLOWANCE**

(a) All employees covered by this Agreement whose permanent residence is eighty (80) kilometres or more from the job site shall be paid subsistence allowance at the rate of:-

Effective April 1, 1985 - forty dollars (40,00\$) per day, seven (7) days per week;

Effective April 1, 1986 --Forty-four dollars (44,00\$) .  
- per day, seven (7) days per week;

Effective April 1, 1987 - ~~Forty-eight~~ forty-eight dollars (48,00\$)  
per day, seven (7) days per week.

(b) All employees covered by this Agreement, whose permanent residence is within eighty (80) kilometres of the job site, shall be paid subsistence allowance at the rate of:-

Effective April 1, 1985 - twenty dollars (20,00\$) per day, seven (7) days per week;

Effective April 1, 1986 - twenty-two dollars (22,00\$) per day-seven (7) days per week;

Effective April 1, 1987 - twenty-four dollars (24,00\$) per day, seven (7) days per week.

(c) Employees who absent themselves from work without permission from the Employer shall receive no subsistence allowance for days not worked.

(d) . This clause shall not apply to Boarding equipment.

(e) It is agreed that where accommodations are not available, the Company will provide suitable alternative room and board ashore, the room provided should not constitute more than two (2) men to a room with separate beds and will have proper and adequate washing facilities and will be of modern standard. It is further agreed that in such event, board will be of first grade quality and full and plentiful.

(f) The Company agrees to notify all employees on non-boarding vessels or equipment seven (7) days prior to shifting to another location so as to enable employees to make arrangements and give notice.

Should the Company neglect to furnish employees with such a notice, then a payment of seven (7) days' room and board allowance must be paid, upon proof, for an employee suffering any financial inconvenience.

17. TRANSPORTATION COSTS

I General

(a) All employees rejoining a vessel at fit-out shall be paid transportation costs by the Company at the first pay period. Such costs shall be paid on the following basis for the distance between their home and the vessel:

Effective April 1, 1985 - twenty cents (0,20\$) per kilometre

Effective April 1, 1986 - twenty-three cents (0,23\$) per kilometre

Effective April 1, 1987 - twenty-four cents (0,24\$) per kilometre

Up to a maximum of:

Effective April 1, 1985 - three hundred dollars (300,00\$)

Effective April 1, 1986 - three-hundred-and-twenty-five" dollars (325,00\$)

Effective April 1, 1987 - three-hundred-and-fifty dollars (350,00\$)

A minimum amount payable to any employee shall be **eleven dollars (11,00\$)**. The Company will require official receipts to cover the maximum.

(b) All employees who have served the Company continuously aboard a vessel from the time of joining a vessel until the completion of lay-up, except only periods of justifiable absence, shall be paid transportation costs by the Company from the vessel to their home on the basis prescribed in paragraph (a) above.

(c) If a vessel lays up during the navigation season, all employees shall be paid transportation costs by the Company from the vessel to their home on the basis prescribed in paragraph (a) above. All employees recalled to join such vessel shall be paid transportation--costs by the Company from their home- to the vessel on the basis prescribed in paragraph (a) above.

(d) In case of discharge for cause or leaving a vessel for personal reasons, transportation costs shall be borne by the employee.

(e) When transferring an employee during the course of his employment, the Company shall provide public transportation with no loss in regular wages and board allowance. Alternatively, mileage on the basis prescribed in paragraph (a) above with no loss in regular wages and board allowance, to a maximum of a twenty-four (24) hour period.

(f) When members-are requested from--the Union Hall, and are employed for less than fourteen (14) days, transportation costs will be-paid from where the vessel is laid up, to the Union Hall from which he was hired.

II Ship to Shore Transportation

(a) When a vessel or equipment is buoyed, anchored or sited off shore for a period longer than one (1) complete shift,, or is being sited during the period of a shift change, the Company undertakes to provide prompt launch service to the shore for employees going off duty.

(b) With regard to longer periods of such anchorage, launch service shall be provided at least-once per shift.

**a-** (c) On non-boarding equipment where launch transportation ashore is necessary, the Company undertakes to pick up employees going on duty at a designated landing ashore at a time set by a notice posted in a conspicuous place on the appropriate working equipment.

(d) Employees on non-boarding equipment coming off shift shall receive launch transportation to shore as soon as possible. Where an employee is required to remain aboard on account of weather conditions in excess of one-half ( $\frac{1}{2}$ ) hour, he shall be paid for such waiting time at the applicable overtime rate and credited with a minimum of one (1) hour.

(e) The Company agrees that where travelling time exceeds a total of one-half ( $\frac{1}{2}$ ) hour in either direction, employees' shall be paid for extra travelling time at the applicable overtime rate, Travelling time shall be deemed to have commenced at the notified reporting place and time until he arrives aboard the equipment or vessel, for men coming on shift and at the time the shift ends for men coming off shift,

(f) Where available and when possible, the Company shall provide parking facilities for cars-

## **18. SAFETY AND EQUIPMENT**

(a) The Company agrees to take every reasonable precaution to provide safe working conditions at all times and agree to have available on every tug and piece of dredging equipment ample first aid kits, These first aid kits to be checked at regular intervals and to be kept fully stocked.

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

Employees will co-operate in the maintenance of safe working conditions at all times by endeavouring to keep their working spaces clean and free of refuse and debris and in all other manners consistent with other safety practices. The Union agrees to co-operate fully in any safety programs the Company might initiate,

(c) The Company and the Union agree that a labor-management committee will convene for the purpose of drafting safety regulations which will be submitted to the parties concerned for their approval. When any safety regulations have been approved by the parties concerned, they shall be obligated to comply with them and these safety regulations shall be considered as an addendum or part of this agreement.

(d) The Company shall provide necessary safety equipment, other than personal wearing apparel, including hard hats, security belts, goggles when welding or chipping.

Employees shall be held responsible for any such equipment supplied by the Company- When the said items are issued and not returned at the termination of employment, the employee to whom the items are issued will be held responsible and will have the cost of the missing items deducted from any wages or monies owing him.

(e) **Employees** required to work from open boats and barges on buoys and runner lines shall be provided with vest-type **4** life-jackets.

(f) At night, if necessary to **clean scows**, proper lighting must be provided for the safety of all employees.

(g) The Company agrees to **arrange** for adequate communication between units, vessels or equipment so as to **minimize** any delay in case of emergency-

(h) The Company **agrees to** supply fans on each suction dredge where welding of pipes in confined areas is necessary so as to blow out any smoke when the pipes are being welded.

(i) Water from an approved source only shall be used for **drinking** or sanitary use.

(j) Employees who have been employed by the Company from fit-out until lay-up of the vessel or unit shall be paid a clothing allowance of thirty-five dollars (**35,00\$**) effective April 1, 1985; thirty-eight dollars (**38,00\$**) effective April 1, 1986 and forty-one dollars (**41,00\$**) effective April 1, 1987 upon completion of the project. These monies will be paid to each qualifying employee no more than once per **calendar year**.

#### **19. PAYMENT FOR DIRTY WORK**

Employees covered by this Agreement when on-duty, shall be paid the regular overtime rate when required to work inside closed tanks or cofferdams, inside boilers, or in bilges below bottom deck plates, or when-cleaning major bunker oil spills. Employees off duty shall be paid double the overtime rate when required to do this work, including Saturdays, Sundays, and holidays.

#### **20. SCHEDULE OF WAGES**

{a) Status quo as-per existing agreement to be effective April 1, 1985 to March 31, 1986.

(b) Effective April 1, 1986 to March 31, 1987, wages are to be increased by three percent (**3%**).

(c) Effective April 1, 1987 to March 31, 1988, wages are to be increased by four percent (**4%**).

(d) All other monetary items in the existing agreement are to be adjusted **on the same basis as mentioned** above unless otherwise noted herein.

#### **21. OVERTIME AND OVERTIME PAYMENTS**

Overtime shall be paid on the basis of the rates contained in the Schedules of Wages for work performed beyond the regular hours of work for the **respective** classifications as set forth in this Agreement-

(a) **An employee** on boarding equipment who is not on regular duty when called for overtime work shall be allowed **thirty (30) minutes** in which to dress. An employee who is boarding ashore and who is off duty shall be given **four (4) hours'** notice to report for overtime duty.

(b) An employee who is on nonboarding equipment who reports for overtime on request and who is not needed when reporting shall be credited with **four (4) hours'** overtime for each such call.

(c) An employee performing overtime work which ceases before the expiration of one (**1**) hour shall nevertheless be credited with one (**1**) hour overtime.

(d) When men off duty are called out to work on overtime, and then "knocked off" for less than two (2) hours, excepting where a man is recalled -for his regular duties, overtime shall be paid straight through.

(e) Overtime books and records shall be kept for employees and the Company by the proper authority, At the conclusion of each overtime period, the proper authority shall provide each employee with a receipt for the time worked, and the employee shall sign an acknowledgement of the receipt so received, acknowledging it to be correct or disputing it, whichever is the case. In the case of a dispute the matter shall immediately enter the grievance procedure as provided for in this agreement.

## 22. HOURS OF WORK

It is agreed that in consideration of the basic hourly wage rate set out in this agreement, the regular hours of work for employees shall be as follows:-

(a) The normal work week shall be forty (40) hours per week, Monday to Friday, In consideration of the fact that operations may necessitate men working in excess of eight (8) hours-per day or forty (40) hours per week, overtime for such work shall be paid for in accordance with the provisions of this Agreement,

(b) The regular hours of -work for employees-not permanently assigned to a regular watch or shift shall be eight (8) hours in a spread of twelve (12) hours daily, provided always that employees not being boarded by the Company shall work only a continuous shift daily,

(c) Tug employees and employees on sea-going craft may work traditional sea watches of four (4) hours on duty and eight (8) hours off duty on a three (3) -watch system daily.

(d) For the purpose of this Agreement,, between the hours of 5:00 p.m. and 8:00 a.m. daily, Monday to Friday, only work necessary to operations shall be performed. "Necessary work" shall not include scraping, chipping, painting or soogeeing. However, it is agreed that employees covered by this Agreement are required to do necessary repairs or maintenance on machinery at anytime without the payment of overtime, unless such repairs, and maintenance are performed after an employee has completed eight (8) hours or is required to work after or before his regular shift.

(e) Crew members may arrange to relieve each other on weekends for the purpose of shore leave and to obtain the necessities of life. However, such reciprocal-relief arrangements shall not be permitted during weekday shifts unless the express permission of the Company has first been obtained.

(f) The Union and the Company hereby agree that the Company may require to establish a four shift operation. The work week provisions, duration, and scheduling to be negotiated between the Union and the Company, subject to any amendments to the Labor Code,;



**23. SHORTHAND PAY**

(a) When a crew, shift or gang is required to work with less than its regularly constituted number of members through negligence in not requesting replacements through a S.I.U. Hiring Hall, the wages of the missing member shall be divided amongst those who must perform the work at the hourly overtime rate of the missing member.

(b) Should a vessel be shorthanded through excused absence on the part of the employee, his wages shall be divided amongst those who must perform the work at the basic hourly rate only,

(c) The term "regularly constituted number of members." shall mean that all vessels and waterborne equipment under this collective agreement shall be manned with crews sufficient and efficient to meet the requirements of the operation, Employees required to work more than eight (8) hours in any one day where there is a shorthand condition on the job, shall receive the regular overtime rate as set forth in this agreement.

(d) Should an employee perform the work of a rating other than the one he was hired for due to negligence on the part of the Company, he shall receive as pay either the overtime rate and leave pay of his own rating or the basic pay of the rating whose job he is performing plus leave pay, whichever is greater.

**24. STEWARDS DEPARTMENT (COORS)**

(a) Routine duties-for members of the Steward's Department (books) will include the supervision, preparation and serving of the regular meals, the preparation of night lunches, the cleaning and maintaining of all dining and messrooms, galley, pantries, storerooms, all departmental equipment, and routine cleaning of refrigerating spaces,

(b) In addition-to his regular hours of work, one (1) hour overtime will be allowed to one member of the Steward's Department each time the walk-in refrigerating spaces are defrosted and cleaned, provided such work is approved in advance by the Master, Chief Engineer or Officer in charge.

(c) In addition to his regular hours of work, two (2) hours overtime per month will be allowed to each member of the Steward's Department for the-purpose of taking stores aboard during normal working hours. This-section shall not apply should-' the employee be engaged on a ten (10) hour shift,

(d) It i's understood that if any member of the Steward's Department has completed his regular eight (8) hours of work in any one day and is required by the Master or Chief Engineer or Officer in charge to work extra time, he will be paid at the overtime rate,

(e) The company shall supply aprons to all members of the Steward • s Department and also, if uniforms are required aboard any vessel, the Company shall supply them, and these shall be laundered at the Company's expense.

(f) If a chief cook or second cook has completed a full season with the Company and has worn whites, the Company shall pay him an allowance of thirty dollars (30,00\$) effective April 1, 1985; forty dollars (40,00\$) effective April 1, 1986 and fifty dollars (50,00\$) effective April 1, 1987 at the end of the season. These articles shall be **laundered**; at the Company's expense.

(g) On vessels where persons other than **crew members and** officials of the Company are lawfully carried aboard, the Company agrees to pay the following rates per day-for each person, to be equally distributed among the members of the Steward's Department:

Effective April 1, 1985 - five dollars and fifty-five cents (5,55\$);

Effective April 1, 1986 - five dollars and seventy-five cents (5,75\$);

Effective April 1, 1987 - six dollars (6,00\$)

While the ship is in port, if meals are supplied to **any persons** who **are** not members of the crew or officials of the Company, the Company agrees to pay the following rates per meal to be equally **distributed among** the members of the Steward's Department, provided **that the provisions of this clause shall not apply to pilots:**

Effective April 1, 1985 - two dollars and twenty-five cents (2,25\$)

Effective April 1, 1986 - two dollars and forty cents (2,40\$)

Effective April 1, 1987 - two dollars and fifty cents (2,50)

## 25. INTERRUPTION OF WORK

There shall be no strikes, **lockouts** or stoppage of work **when the provisions of this Agreement are in effect. It is agreed for the purpose of this Agreement, that the refusal of an** employee to pass through a picket line established by another union in support of a legal strike against the Company, shall not be construed as a violation of this Agreement and shall not be a reason for dismissal. Any violation of this Clause shall entitle the Company to claim damages from the Union or the employees involved.

## 26. SHORT PERIOD LAY-UP

Should an employee on a vessel be laid off temporarily because of bad weather, he shall be paid-room and board during that period. Employees **laid off from their regular duties due to bad weather could** be offered other work.. **during** this period at their regular applicable rate of pay for each day he is laid off.

It is understood that during this time of lay-off, an employee does not have to accept **the other work offered by** the Company.

27. PAYMENT OF WAGES

(a) It is agreed that the 'payment of wages shall be bi-monthly in accordance with the existing systems of the parties to this Agreement.

(b) When it is the Company policy to pay wages by 'cheque, such cheques shall be Company cheques and made out in the name of the employee,

(c) When an employee is paid off a vessel, he shall receive in cash an amount up to two hundred dollars (200.00\$), or less depending on his accrued credits, if requested by the employee. Each employee on termination will be given a U.I.C. Separation Certificate enabling the employee to immediately apply for his unemployment benefits.

28. MARINE DISASTER

(a) An employee covered by this agreement, while employed by the Company who suffers loss of clothing or other personal effects because of a marine disaster or shipwreck shall be compensated by the Company, for such loss, up to a maximum of one thousand five hundred dollars (1,500.00\$)

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

29. LEAVE AND LEAVE PAY .

(a) Subject to conditions and exceptions stated in this section, each employee shall be entitled to take leave with pay from the vessel or unit upon which he works.

(b) Before an employee can take leave from the vessel or unit he must make arrangements that are satisfactory to the Company.

(c) Calculation of Leave and Leave Pay

1. Leave days will be calculated by multiplying the total hours worked by the factor of .334. Leave will only be granted for full days accumulated but in any case not for less than thirty (30) days.

2. Leave pay shall be calculated by multiplying .334 times the basic hourly rate for each hour worked.

(d) In the following circumstances, an employee shall not be compelled to take leave from the vessel or unit upon which he works:-

1. Where an employee cannot make practical arrangements to take his leave at home.

2. Where the vessel on which -he is employed does not customarily stop at a place within 100 miles of his home where he may with reasonable convenience take leave and rejoin his vessel.

3. Where no replacement satisfactory to the Company is supplied by the Union.

4. Where the employee is registered to take an educational training or upgrading course and has a special-permit from the Department of Labour to accumulate leave credits in order to finance such a course.

(e) Leave pay shall be paid every month.

(f) Leave pay shall be earned and payable for each working hour in the working week for which leave entitlement is credited.

The above shall not apply during periods of employment in company yard maintenance.

### 30. MANNING SCALE

It is the general intent of this clause to prevent unnecessary overmanning and crew-cutting. The Union recognizes that automation may result in certain reductions, and these changes will be subject to the Canada Labour Code, Part V, Section 149-153. The Union recognizes also that the number of Unlicensed personnel required on equipment may vary depending on the location and nature of the work. The Company recognizes the need to maintain personnel sufficient to meet the efficiency and safety requirements of the projects.. Modifications to manning may be implemented where required and by mutual agreement.

### 31. SUCCESSOR RIGHTS AND OBLIGATIONS

The Company and the Union agree that the provisions of the Canada Labour Code, Part V, pertaining to Successor Rights and Obligations shall apply to the-present Agreement.

### 32. FRINGE BENEFITS

It is agreed between the parties that increases in contributions payable to the Seafarers' Medical Plan, the Seafarers' International Union of Canada- Pension Fund and the-seafarers' Hiring Hall Fund provided for in the Memorandum of Agreement between the-parties incorporated-herein and-made part hereof, shall be effective April 1, 1985.

### 33. MEDICAL ATTENTION

When a crew member falls sick or is injured, it will be the duty of the Master to see that this person gets first-aid or medical treatment as quickly as possible. The Company shall reimburse an employee all transportation expenses from his place of work to the nearest hospital or clinic.

The Company shall also reimburse transportation expenses from the hospital or clinic to his residence if required and recommended by a physician.

### 34. COMPASSIONATE AND BEREAVEMENT LEAVE

(a) After completion of thirty (30) days of continuous employment with the same Company, an employee will be granted bereavement leave when death occurs to a member of his immediate family, that is, his father, mother, wife, child, brother, sister and parents-in-law. The employee granted leave to attend the funeral will be paid at his basic rate for working time lost up to a maximum of three (3) days.

In the case of a wife, husband or child, the above-mentioned leave period of three (3) days shall be increased by one (1) day for each one thousand (1,000) kilometres from the-port of disembarkation to the place where the funeral is held up to a maximum of ten (10) days.

(b) An unlicensed crew member shall be entitled to receive from the Company a reasonable leave of absence from his employment without pay in the event of either illness or injury to himself or a member of his immediate family, that is, his wife, brother, sister, children, parents, parents-in-law and grandparents.

(c) An employee may request paternity leave without pay at least six (6) weeks prior to the expected date of the birth of his child and shall be granted paternity leave for a maximum period of thirty (30) days without pay.

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

### 35. DISCRIMINATION

In addition to the anti-discrimination provisions contained in applicable legislation, the Company shall not discriminate against any employee for legitimate Union activity or on grounds of mother tongue when an employee's mother tongue is either of the two official languages of Canada subject to Article 4.

### 36. EMPLOYEE'S FILE

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

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

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

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

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

37. DURATION OF AGREEMENT

This Agreement shall become effective as from April 1, 1985 unless otherwise noted herein, and shall continue in full force and effect until March 31, 1988, inclusive, and thereafter from year to year unless or until either party serves written notice on the other party to the contrary at least one hundred and twenty (120) days prior to March 31, 1988 or one hundred and twenty (120) days prior to March 31 of any subsequent-year.

SIGNED: April 19 1985

CARTIER-McNAMARA CORPORATION

SEAFARERS' INTERNATIONAL UNION  
OF CANADA,

J. J. Day  
J. J. White

Andrew B. J.  
April 19

Wages effective from April 1st, 1985 for work being performed outside the Maritime Provinces:

	<u>Basic Hourly Rate</u>	<u>Overtime Rate</u>	<u>Leave Per Hc Worked</u>
Drill Foreman	12,04	18,06	4,02
Leverman (Suction)	11,98	17,97	4,00
Operator -(Dipper)	"	"	"
Assistant Chief Eng. (Unlic.)	"	"	"
Elect. Engineer	"	"	"
Levee Boss	"	"	"
Operator (Derk.)	11,61	17,42	3,88
Operator (Clam)	"	"	"
Operator (Drag)	"	"	"
Blacksmith	11,53	17,30	3,85
Machinist	"	"	"
Carpenter	"	"	"
Welder	"	"	"
Engineer (Unlic.)	11,43	17,15	3,82
Pipeline Foreman	11,28	16,92	3,77
Craneman (18 mos. service)	11,16	16,74	3,73
Operator (Ladder)	11,08	16,62	3,70
Yachtman	10,99	16,49	3,67
Craneman	10,90	16,35	3,64
Jr. Eng. (Unlic.)	10,45	15,68	3,49
Powderman	"	"	"
Compressorman	"	"	"
Driller	"	"	"
Drag Tender	"	"	"
Operator (Elec.)	10,27	15,41	3,43
Mate (Unlic.)	"	"	"
Levee Foreman	"	"	"
Cook (Dredge)	10,08	15,12	3,37
Cook (Tug)	9,83	14,75	3,28
Radioman	9,70	14,55	3,24
Oiler	"	"	"
Deckhand	9,65	14,48	3,22
Scowman	"	"	"
Winchman	"	"	"
Fireman	"	"	"
Leveeman	9,57	14,36	3,20
Watchman	9,46	14,19	3,16
Assistant Cook	9,40	14,10	3,14
Gaugeman	9,08	13,62	3,03

Wages effective as of April 1st, 1985 for work being performed in Maritime Provinces (New Brunswick, Nova Scotia Newfoundland and Prince Edward Island).

	Basic Hourly Rate	Overtime Rate	Leave Pay Per Hour Worked
<b>Drill Foreman</b>	10.84	16.26	3.62
<b>Leverman (Suction)</b>	10.78	16.17	3.60
<b>Operator (Dipper)</b>	10.78	16.17	3.60
Assistant Chief Eng. (Unlic.)	10.78	16.17	3.60
<b>Elect. Engineer.</b>	10.78	16.17	3.60
Levee Boss	10.78	16.17	3.60
<b>Operator (Derk.)</b>	10.45	15.68	3.49
<b>Operator (Clam)</b>	10.45	15.68	3.49
Operator (Drag)	10.45	15.68	3.49
Blacksmith	10.38	15.57	3.47
<b>Machinist</b>	10.38	15.57	3.47
Carpenter	10.38	15.57	3.47
<b>Welder</b>	10.38	15.57	3.47
Engineer (Unlic.)	10.29	15.43	3.44
Pipeline Foreman	10.15	15.23	3.39
<b>Craneman (18 mos. service)</b>	10.04	15.06	3.35
<b>Operator (Ladder)</b>	9.97	14.96	3.33
<b>Yachtman</b>	9.89	14.84	3.30
<b>Craneman</b>	9.81	14.71	3.28
<b>Jr. Eng. (Unlic.)</b>	9.40	14.10	3.14
Powderman	9.40	14.10	3.14
Compressorman	9.40	14.10	3.14
Driller	9.40	14.10	3.14
Drag Tender	9.40	14.10	3.14
<b>Operator (Elec.)</b>	9.24	13.86	3.09
<b>Mate (Unlic.)</b>	9.24	13.86	3.09
Levee Foreman	9.24	13.86	3.09
Cook (Dredge)	9.07	13.61	3.03
Cook (Tug)	8.85	13.27	2.96
Radioman	8.73	13.09	2.92
Oiler . .	8.73	13.09	2.92
Deckhand	8.68	13.02	2.90
<b>Scowman</b>	8.68	13.02	2.90
<b>Winchman</b>	8.68	13.02	2.90
Fireman	8.68	13.02	2.90
<b>Leveeman</b>	8.61	12.92	2.88
Watchman	8.51	12.77	2.84
Assistant Cook	8.46	12.69	2.83
<b>Gaugeman</b>	8.17	12.26	2.73