

SOURCE	Union		
EFF.	91	04	01
TERM.	94	03	31
No. OF EMPLOYEES	48		
NOMBRE D'EMPLOYÉS	48		

COLLECTIVE AGREEMENT

BETWEEN

CARTIER CONSTRUCTION INC.
(Hereinafter referred to as "the Company")

AND

SEAFARERS' INTERNATIONAL UNION OF CANADA
(hereinafter referred to as "the Union")

SEP 28 1992

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MEMORANDUM OF AGREEMENT

BETWEEN

CARTIER CONSTRUCTION INC.

(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.

2. RECOGNITION

The Company **recognizes** the Union as the sole collective bargaining agent for all unlicensed personnel specified herein employed on the Deck, Engine Room 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.

e) Unlicensed personnel **are** hereinafter referred to as "employees", which word shall include **the singular** as well as the masculine and feminine.

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

a, 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 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 fifteenth **(15th)** 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 Company agrees that during the period this Agreement is in effect all personnel to be hired other than through recall shall be requested through the Union Hall closest to the location of the vessel for which the request is made, and the Union agrees to provide personnel from the geographic region served by that hall. If there are no personnel available from that region who satisfy part **(h)**, satisfactory personnel will be provided from the next closest Union Hall. 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 of 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 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 wilfully 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.

p) i) It is agreed between the parties when an employee returns from sick leave or regular leave, he will notify the designated Company representative prior to returning to work and that such notification will be in writing where the leave has been for more than two (2) working shifts and where the designated Company representative has the facilities to receive a telegram.

ii) In the case where the relieving employee is receiving a subsistence allowance set out in Article 16(a), seven

(7) days notice is required before the returning employee shall be entitled to work.

iii) The Company may terminate the relieving employee upon the return of the absent employee who has given notice as above.

6. GRIEVANCE PROCEDURE

a) An employee who is refused employment, discharged, suspended, laid off **or** transferred from his employment has the right to file a grievance with the Company through the Union, **but must do so** within five (5) days of its occurrence subject to the procedure outlined herein.

b) There shall be one (1) Union delegate on each ship, dredge, tug or barge.

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 griever 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 griever a duly completed Standard Grievance Form within the ten (10) days of receipt of grievance.

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

g) Within thirty (30) days of the Captain's or Chief Engineer's reply, the office of the **Grievance** Director of the Union 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 employees in the bargaining unit or a group or category thereof 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) A Labour Management meeting shall be held between the Company and the S.I.U. within fifteen (15) days of the Union submission in (h) and prior to a grievance being referred to arbitration.

k) If the grievance is not settled at the meeting referred to in clause (j) of this article, the grievance 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 the 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) Seniority shall be **defined as** the length of **service** with the Company.

b) An employee shall **acquire** seniority as of **his** date of employment with the Company provided he has completed three (3) months continuous employment, **During** the three (3) months he **may** be dismissed at the **discretion** of the Company, provided that the employer must give the reason(s) in writing and that the matter **may** be investigated through the Grievance Procedure.

c) A Seniority list will be compiled by the Company and **will** be revised annually. Such a list will show names, classifications and date of last hiring with the Company, **A person may be listed** in more than one **classification**.

d) A copy of the Seniority list shall be forwarded, by April first of each year of **this** agreement, to the **Union's** Executive Vice-President and shall also be available on each vessel for reference,

e) In the case of **re-hires**, promotions and **lay offs**, the Company shall **select employees** on the basis of ability, experience, efficiency and **qualifications**. **These** being relatively equal in the judgment of the Company between two or more **employees**, preference shall **be** given to **the** employee with the greatest Seniority, **provided** the **judgment** is not exercised arbitrarily or on the basis of **favouritism**.

f) In recognition of **the** principle of Seniority and the Company's need to effectively **utilize** its experienced **employees**, it is agreed that the Company may transfer an employee from one vessel or project to another,

g) An employee who has been laid *off* will retain his seniority and the right to be recalled **for** a period of thirty **(30)** months, provided he reports to the Company when recalled. An employee shall lose all seniority if he quits or is discharged for just cause. Nothing in this clause shall be construed as an abandonment of the individual's right to severance pay, *if* any, in accordance with the Canada Labour Standards **Regulations**, Section **30**.

h) The 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, the employee must acknowledge receipt of the said telegram within forty-eight **(48)** hours of its **delivery** to him. An employee who has been given forty-eight **(48)** hours' **notice** and fails to report **for** work upon recall is subject to discharge from service.

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 four percent **(4%)** of his gross 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 five percent **(5%)** of his gross 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 six percent **(6%)** of his gross 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.

e) Where a vessel covered by this Agreement is chartered or sold to a wholly owned subsidiary, the employees will carry their

credit for the number of consecutive seasons of service to the new company for the purpose of vacation pay calculation.

f) Vacation pay to be paid on each cheque.

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.

e) **Recognizing that it is essential for the Company to operate efficiently and competitively in order to obtain more work for the employees, it is agreed that the Company may require employees to perform work outside of their regular classifications during a project in order to maximize their productivity and utilization of the available employees. If this is done, the following guidelines shall be adhered to:**

1. When an employee' is required to work in a classification outside of his regular classification during a project, he shall be paid at the appropriate rate of pay of an employee working that classification or his own rate of pay, whichever is greater,

2. Such arrangements shall only be made to fill the requirements of the specific project.

Specific cases that may be contemplated would include but not be limited to yachtsmen performing deckhand or scowman duties, operators performing compressorman duties, the performance of occasional welding or leveeman duties.

Nothing in **this** clause shall restrict the application of Article 30 but Article 23 shall not apply under these circumstances,

12. STATUTORY HOLIDAYS

The Company agrees to recognize the following holidays:

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

St-Jean Baptiste Day will be treated as a holiday within the confines of the Province of Quebec and the Civic Holiday will be **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.

If any Statutory Holiday falls during an unlicensed crew member's scheduled time-off (excluding layoff), he will be paid a day's basic pay on the first payday following his return to work. This paragraph will not apply in the case where an unlicensed crew member takes time off after November 30th and does not return prior to the start of the next season or when an employee is laid off other than short period layoff Article 26.

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 employee spaces, are to be painted at least once yearly.

14. OTHER CONVENIENCES

I NON HOARDING 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 washroom 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 purpose 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.

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) 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.
- g) 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, employee's quarters shall be suitably screened against insects.
- h) All boarding dredges shall be equipped with electric washing machines and **dryers** for the use of the crew members.

15. MEALS, COFFEE TIME AND LUNCHES

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

Breakfast:	07:30 hrs. to 08:30 hrs.
Dinner:	11:30 hrs. to 12:30 hrs.
Supper:	17:00 hrs. to 18:00 hrs.

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) minute's 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, 1991 - Eight dollars (\$8.00).

Effective April 1, 1992 - Eight dollars and twenty-five cents (\$8.25).

Effective April 1, 1993 - Eight dollars and fifty cents (\$8.50)

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 1st, 1991 - Fifty-three dollars (\$53.00) per day, seven (7) days per week;

Effective April 1st, 1992 - Fifty-four dollars and fifty cents (\$54.50) per day, seven (7) days per week;

Effective April 1st, 1993 - Fifty-five dollars and fifty cents (\$55.50) 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 1st, 1991 - Twenty-six dollars and fifty cents (\$26.50) per day, seven (7) days per week;

Effective April 1st, 1992 - Twenty-seven dollars and twenty-five cents (\$27.25) per day, seven (7) days per week;

Effective April 1st, 1993 - Twenty-seven dollars and seventy-five cents (\$27.75) per day, • even (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) day's room and board allowance must be paid, upon proof, for an employee suffering any financial inconvenience.

g) Should an employee be receiving benefits under (b) above and is not afforded the opportunity to commute to his home due to the **worksite** being in a remote location, then the Company will provide first class accommodation as set out in (e) above.

17. TRANSPORTATION COSTS

I GENERAL

a) The Company agrees to pay reasonable transportation costs to an unlicensed employee to and from his home. These costs are to include first class surface passage plus meals and berth or economy air fare plus the cost of a taxi or limousine in direct connection with the said travel or two-way car allowance provided authentic receipts are provided. such costs shall be paid on the following basis for the distance between their home and the vessel:

Effective April 1st, 1991 - Twenty-eight (28) cents per kilometre to a maximum of four hundred and fifty (\$450.00) dollars,

Effective April 1st, 1993 - Twenty-nine (29) cents per kilometre to a maximum of four hundred and seventy-five (\$475.00) dollars.

The minimum amount payable to any employee shall be twelve (\$12.00) dollars effective April 1st, 1991 and thirteen (\$13.00) dollars effective April 1st, 1993. 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 an employee falls sick or is injured, it will be the duty of the Captain to see that the employee gets first-aid or medical treatment, where reasonably required, as quickly as possible. The Company shall reimburse the employee for all transportation expenses from the place of work to the nearest hospital or clinic,

If the Company is satisfied by the written report of the physician that an employee is unable to perform his normal duties and, if there are light duties available aboard the vessel, the employee may be assigned to such light duties for a period of not more than ten (10) days provided that this does not result in the lay-off of another employee or additional cost to the Company.

If the employee is unable to work for a period of more than ten (10) days due to medical reasons confirmed in writing by a physician to the satisfaction of the Company, the Company shall reimburse the employee for transportation expenses from the hospital or clinic to the residence providing he qualifies for U.I.C. sick benefits and/or Seafarers' Medical Plan Sick Leave Benefits or Workers* Compensation.

Should an employee not be able to perform his work as determined above or light duties for a period of less than ten (10) days, the Company shall, at the Company's election, either send the employee home at Company expense or provide the employee with the subsistence allowance provided for in this contract for all days in which the employee is incapacitated,

Once an employee is fit to return to work, the Company shall return the employee to the job at the Company's expense,

f) 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. For the purpose hereof, regular wages shall be determined on the basis of a maximum of (8) hours per day at the basic wage rate.

g) 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.

c) On non-boarding equipment where launch transportation from shore 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 labour-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 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 **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 to lay-up of the vessel or unit shall be paid a boot and clothing allowance of sixty-one (\$61.00) dollars effective April 1st, 1991, sixty-six (\$66.00) dollars effective April 1st, 1992 and**

seventy-one (\$71.00) dollars effective April 1st, 1993. This allowance shall be paid out at either the completion of the project or the end of November, whichever comes first, but shall only be paid out to a qualifying employee 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

Schedule of wages for work being performed outside the Maritime provinces in effect from April 1st, 1991 to March 31st, 1992 inclusive:

	Basic Hourly Rate	Overtime Rate
	_____	_____
Drill Foreman	19.18	28.77
Leverman (Suction)	19.07	28.61
Operator (Dipper)	19.07	28.61
Elect. Engineer	19.07	28.61
Operator (Derk./Clam/Drag)	18.48	27.72
Welder	18.37	27.56
engineer (Unlic.)	18.19	27.29
Pipeline Foreman	17.94	26.91
Operator (Ladder)	17.63	26.45
Yachtman	17.49	26.24
Jr, Engineer (Unlic.)	16.64	24.96
Powderman	16.64	24.96
Compressorman	16.64	24.96
Driller	16.64	24.96
Drag Tender	16.64	24.96
Operator (Elec.)	16.34	24.51
Mate (Unlic.)	16.34	24.51
Levee Foreman	16.34	24.51
Cook (Dredge)	16.05	24.08
Cook (Tug)	15.63	23.45
Oiler	15.44	23.16
Deckhand/Scowman	15.36	23.04
Winchman	15.36	23.04
Leveeman	15.23	22.85
Watchman	15.06	22.59
Assistant Cook	14.96	22.44

Schedule of wayer for work being performed in the Maritime provinces (New Brunswick, Nova Scotia, Newfoundland and Prince Edward Island) in effect from April 1st, 1991 to March 31st, 1992 inclusive:

	Basic Hourly Rate	Overtime Rate
	_____	_____
Drill Foreman	17.27	25.91
Leverman (Suction)	17.14	25.71
Operator (Dipper)	17.14	25.71
Elect. Engineer	17.14	25.71
Operator (Derk./Clam/Drag)	16.64	24.96
Welder	16.52	24.78
Engineer (Unlic.)	16.38	24.57
Pipeline Foreman	16.16	24.24
Operator (Ladder)	15.88	23.82
Yachtman	15.75	23.63
Jr, Engineer (Unlic.)	14.96	22.44
Powderman	14.96	22.44
Compressorman	14.96	22.44
Driller	14.96	22.44
Drag Tender	14.96	22.44
Operator (Elec.)	14.72	22.08
Mats (Unlic.)	14.72	22.08
Levee Foreman	14.72	22.08
Cook (Dredge)	14.42	21.63
cook (Tug)	14.09	21.14
Oiler	13.88	20.82
Deckhand/Scowman	13.82	20.73
Winchman	13.82	20.73
Leveeman	13.71	20.57
Watchman	13.56	20.34
Assistant Cook	13.47	20.21

Schedule of wages for work being performed outside the Maritime provinces in effect from April 1st, 1992 to March 31st, 1993 inclusive:

	Basic Hourly Rate	Overtime Rate
Drill Foreman	19.95	29.93
Leverman (Suction)	19.83	29.75
Operator (Dipper)	19.83	29.75
Elect. Engineer	19.83	29.75
Operator (Derk./Clam/Drag)	19.22	28.83
Welder	19.10	28.65
Engineer (Unlic.)	18.92	28.38
Pipeline Foreman	18.66	27.99
Operator (Ladder)	18.34	27.51
Yachtman	18.19	27.29
Jr. Engineer (Unlic.)	17.31	25.97
Powderman	17.31	25.97
Compressorman	17.31	25.97
Driller	17.31	25.97
Drag Tender	17.31	25.97
Operator (Elec.)	16.99	25.49
Mate (Unlic.)	16.99	25.49
Levee Foreman	16.99	25.49
Cook (Dredge)	16.69	25.04
Cook (Tug)	16.26	24.39
Oiler	16.06	24.09
Deckhand/Scowman	15.97	23.96
Winchman	15.97	23.96
Leveeman	15.84	23.76
Watchman	15.66	23.49
Assistant Cook	15.56	23.34

Schedule of wages for work being performed in the Maritime provinces (New Brunswick, Nova Scotia, Newfoundland and Prince Edward Island) in effect from April 1st, 1992 to March 31st, 1993 inclusive:

	Basic Hourly Rate	Overtime Rate
	-----	-----
Drill Foreman	17.96	26.94
Leverman (Suction)	17.83	26.75
Operator (Dipper)	17.83	26.75
Elect. Engineer	17.83	26.75
Operator (Derk./Clam/Drag)	17.31	25.97
Welder	17.18	25.77
Engineer (Unlic.)	17.04	25.56
Pipeline Foreman	16.81	25.22
Operator (Ladder)	16.52	24.78
Yachtman	16.38	24.57
Jr. Engineer (Unlic.)	15.56	23.34
Powderman	15.56	23.34
Compressorman	15.56	23.34
Driller	15.56	23.34
Drag Tender	15.56	23.34
Operator (Elec.)	15.31	22.97
Mate (Unlic.)	15.31	22.97
Levee Foreman	15.31	22.97
Cook (Dredge)	15.00	22.50
Cook (Tug)	14.65	21.98
Oiler	14.44	21.66
Deckhand/Scowman	14.37	21.56
Winchman	14.37	21.56
Leveeman	14.26	21.39
Watchman	14.10	21.15
Assistant Cook	14.01	21.02

a . . . schedule of wayer for work being performed outside the Maritime provinces in effect from April 1st, 1993 to March 31st, 1994 inclusive:

	Basic Hourly Rate	Overtime Rate
	-----	-----
Drill Foreman	20.75	31.13
Leverman (Suction)	20.62	30.93
Operator (Dipper)	20.62	30.93
Elect. Engineer	20.62	30.93
Operator (Derk./Clam/Drag)	19.99	29.99
Welder	19.86	29.79
Engineer (Unlic.)	19.68	29.52
Pipeline Foreman	19.41	29.12
Operator (Ladder)	19.07	28.61
Yachtman	18.92	28.38
Jr. Engineer (Unlic.)	18.00	27.00
Powder-man	18.00	27.00
Compressor-man	18.00	27.00
Driller	18.00	27.00
Drag Tender	18.00	27.00
Operator (Elec.)	17.67	26.51
Mate (Unlic.)	17.67	26.51
Levee Foreman	17.67	26.51
Cook (Dredge)	17.36	26.04
cook (Tug)	16.91	25.37
Oiler	16.70	25.05
Deckhand/Scowman	16.61	24.92
Winchman	16.61	24.92
Leveeman	16.47	24.71
Watchman	16.29	24.44
Assistant Cook	16.18	24.27

Schedule of wages for work being performed in the Maritime provinces (New Brunswick, Nova Scotia, Newfoundland and Prince Edward Island) in effect from April 1st, 1993 to March 31st, 1994 inclusive:

	Basic Hourly Rate	Overtime Rate
	-----	-----
Drill Foreman	18.68	28.02
Leverman (Suction)	18.54	27.81
Operator (Dipper)	18.54	27.81
Elect. Engineer	18.54	27.81
Operator (Derk./Clam/Drag)	18.00	27.00
Welder	17.87	26.81
Engineer (Unlic.)	17.72	26.58
Pipeline Foreman	17.48	26.22
Operator (Ladder)	17.18	25.77
Yachtman	17.04	25.56
Jr. Engineer (Unlic.)	16.18	24.27
Powderman	16.18	24.27
Compressorman	16.18	24.27
Driller	16.18	24.27
Drag Tender	16.18	24.27
Operator (Elec.)	15.92	23.88
Mate (Unlic.)	15.92	23.88
Levee Foreman	15.92	23.88
Cook (Dredge)	15.60	23.40
Cook (Tug)	15.24	22.86
Oiler	15.02	22.53
Deckhand/Scowman	14.94	22.41
Winchman	14.94	22.41
Leveeman	14.83	22.25
Watchman	14.66	21.99
Assistant Cook	14.57	21.86

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) hour's notice to report for overtime duty.

b) An employee who is on non-boarding equipment who reports for overtime on request and who is not needed when reporting shall be credited with four (4) hour's 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 overtime, and **are** "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 17:00 hrs. and 08:00 hrs. 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 Labour Code.

23. SHORTRAND 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 of his own rating or the basic pay of the rating whose job he is performing, whichever is greater.

24. STEWARD'S DEPARTMENT (COOKS)

a) Routine duties for members of the Steward's Department (Cooks) 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 is 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 vessels, 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 at the end of the **season** of sixty-five (**\$65.00**) dollars effective April **1st, 1991**, seventy (**\$70.00**) dollars effective April **1st, 1992** and seventy-five (**\$75.00**) dollars effective April **1st, 1993**. 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 **1st, 1991** - Seven dollars and twenty-five cents (**\$7.25**)

Effective April **1st, 1992** - Seven dollars and fifty cents (**\$7.50**)

Effective April **1st, 1993** - Seven dollars and seventy-five cents (**\$7.75**)

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 the provisions of this clause shall not apply to pilots:

Effective April **1st, 1991** - Two dollars and ninety cents (**\$2.90**)

Effective April **1st, 1992** - Three dollars (**\$3.00**)

Effective April **1st, 1993** - Three dollars and ten cents (**\$3.10**)

25. INTERRUPTION OF WORK

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

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

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

26. SHORT PERIOD LAY-UP

a) An employee who reports to work as usual but work is not available due to bad weather conditions shall receive a minimum of two (2) hours pay at the applicable rate for reporting unless he has been informed not to report for work before quitting time on the previous day.

b) If an employee is directed to commence work, he shall be guaranteed a minimum of four (4) hours work at the applicable rate of pay.

c) Employees entitled to room and board shall receive the regular allowance for the day.

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 **six hundred (\$600.00) dollars** or his accrued pay to date, whichever is the lesser, 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 two thousand (\$2,000.00) dollars.**

b) An employee must have completed a Company form listing his personal effects and their estimated value upon joining the Company at the beginning of a project in order for a claim to be made by the employee or his estate,

29. LEAVE

a) Subject to conditions stated in this section, each employee shall be entitled to take leave 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 and be properly relieved,

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) calendar days.
2. Such leave shall be scheduled by mutual agreement.
3. The employee shall have worked at least seven hundred and twenty (720) hours in that season.

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 I, Sections 51 to 55. 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 I, 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 in the Memorandum of Agreement between the parties incorporated herein and made part hereof, shall be effective April 1, 1991.

33. 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, spouse, child, brother, sister, parents-in-law and grandparents**, 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 children, 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.

34. 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.

35. 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 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 Leave;
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.


36. DURATION OF AGREEMENT


This Agreement shall become effective as from April 1st, 1991 unless otherwise noted herein, and shall **continue in full force and effect until March 31st, 1994**, inclusive, and thereafter from year to year **unless** or until either party serves notice on the other party to the contrary at least one hundred and twenty (120) days prior to March 31st, 1994 or one hundred and twenty (120) days prior to March 31st, of any subsequent year.

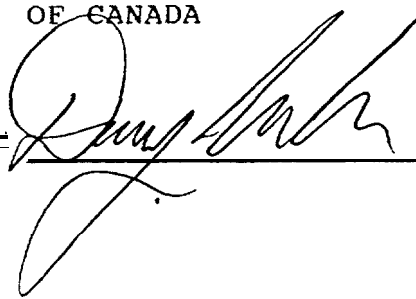
DATED THIS 27TH DAY OF JUNE 1991.

CARTIER CONSTRUCTION INC.

SEAFARERS* INTERNATIONAL UNION
OF CANADA







MEMORANDUM OF AGREEMENT

ENTERED INTO BETWEEN

CARTIER CONSTRUCTION INC.

AND

SEAFARERS' INTERNATIONAL UNION OF CANADA

The parties agreed by Memorandum of Agreement that effective April 1st, 1991 the Company will make contributions to the following plans as indicated below:

MEDICAL PLAN

The Company agrees to make contributions of **four dollars and five cents (\$4.05)** per man per payroll day, effective April 1, 1991; **four dollars and twenty cents (\$4.20)** per man per payroll day effective April 1, 1992 and four dollars and thirty-five cents (**\$4.35**) per man per payroll day effective April 1, 1993. Said contributions to be made to the existing Seafarers' Medical Plan.

PENSION PLAN

The Company agrees to make a monthly contribution to the Seafarers' International Union of Canada Pension Fund, for each **employee** covered by the pension agreement, of **six percent (6%)** of the basic wages of each said **employee**.

Effective April 1st, 1992, the monthly contribution shall be based on **six (6%)** per cent of the **basic hourly** wage rate of eight (8) hours per day worked to a maximum of two hundred and five (205) hours.

Effective April 1st, 1993, the monthly contribution shall be based on **six (6%)** per cent of the basic hourly wage rate of eight (8) hours per day worked to a **maximum** of two hundred and forty (240) hours,

SEAFARERS' INTERNATIONAL UNION OF CANADA HIRING HALL

The Company agrees to pay to the Seafarers' International Union of Canada Hiring Hall Fund the sum of **two dollars and forty cents (\$2.40)** per man per payroll day, effective April 1, 1991; two

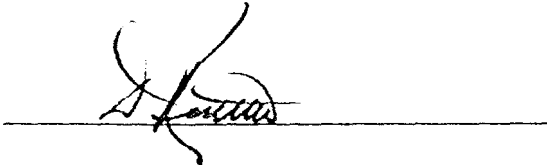
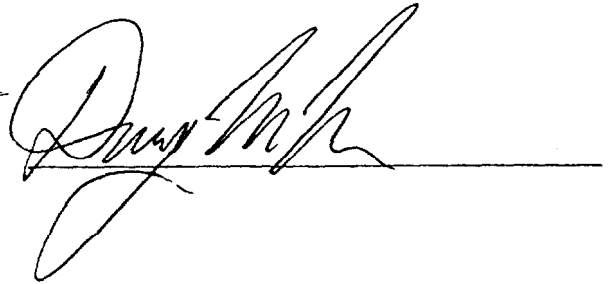
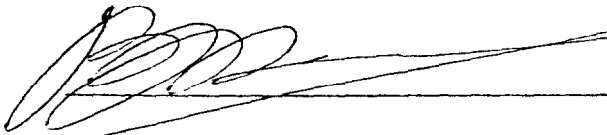
dollars and fifty cents (\$2.50) per man per payroll day effective April **1, 1992** and two **dollars** and sixty cents (**\$2.60**) per man per payroll day effective April **1, 1993**. These funds are to be remitted to the Seafarers' International Union of Canada Hiring Hall Fund, 1333 St.Jacques Street, Montreal, P.Q., H3C 4K2, no later than the 15th of the following month.

For the purpose of the S.I.U. Hiring Hall and Seafarers' Medical Plan, "payroll day" includes days for which an employee receives subsistence as per Article 16 of the Collective Agreement.

The parties agree that the above fully satisfies the requirements of Article 32 of the Collective Agreement entitled "Fringe Benefits" and that nothing contained herein shall constitute any precedent for any re-negotiations of the existing Collective Agreement.

CARTIER CONSTRUCTION INC.

SEAFARERS' INTERNATIONAL UNION
OF CANADA



LETTER OF UNDERSTANDING

BETWEEN

CARTIER CONSTRUCTION INC.

AND

SEAFARERS' INTERNATIONAL UNION OF CANADA

Re: Article 5 (h):

The deletion of the word "sober" from the 1988 agreement shall not **limit** the right of the Company to reject an employee who is not sober.

CARTIER CONSTRUCTION INC.

SEAFARERS' INTERNATIONAL UNION
OF CANADA

