

MEMORANDUM OF AGREEMENT made this 10 day of Oct 1986
BETWEEN:

SOURCE	Co.
EFF. DATE	86 07 01
TERM.	89 06 30
No. OF EMPLOYEES	7
NOMBRE D'EMPLOYÉS	A.B.

McALLISTER TOWING & SALVAGE INC.
Salvage Division
(Salvage & Pollution Control Division)

hereinafter referred to as

THE "COMPANY"

AND :

SEAFARERS' INTERNATIONAL UNION OF CANADA

hereinafter referred to as

THE "UNION"

WHEREAS the Canada Labour Relations Board has certified the Seafarers' International Union of Canada to be the bargaining agent for a unit comprising all employees engaged in marine salvage, pollution control and the maintenance of vessels, barges, vehicles, marine and pollution control equipment and equipment ancillary thereto.

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 the above-mentioned employees, to provide for the most reasonable operation of the Company under methods which will further, to the fullest extent possible, the safety and welfare of the said employees and economy of operation. It is recognized by this agreement to be the duty of the Union, the Company and said employees, to cooperate fully, individually and collectively for the advancement of these conditions.

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

Union Representation : Executive Vice-President or his appointee

Management Representation : One (1) Company Representative

The purpose of the Labour-Management Committee shall be to discuss and make every effort to resolve matters of mutual interest,

Committee meetings may be held on the third Monday of each second month provided one party submits 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.

2. RECOGNITION

The Company recognized the Union as the sole and exclusive representative for the purpose of collective bargaining for the personnel described above, which personnel are hereinafter referred to as "Employees", which word shall include the singular as well as the masculine and feminine.

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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 & REGULATIONS

Nothing in this agreement shall be so construed as to affect the obligation of the signatories to comply with any Government regulations or legislation that may apply to the Company's work, 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 and be accepted by the Union as a member and shall maintain his membership in the Union for the duration of this agreement, or in the alternative, to tender to the Union one (1) month's dues as well as the initiation fees as presently established and to pay subsequent monthly dues as required of Union members, and failure to pay arrears of monthly dues at pay-off shall be a bar to further employment until such arrears are paid. The Union shall not refuse to accept such an employee, and the Company shall not be required to discharge an employee until a satisfactory written statement of reason has been given by the Union, and a replacement satisfactory to the Company is made available.
- b) The Company agrees to deduct initiation fees and/or monthly Union dues and/or assessments in respect to all employees covered by this agreement in the amounts as established by the Union.

In addition to the above amounts, the Company also agrees to deduct and remit to Union Headquarters in Montreal, Quebec, any other financial obligation of the member to the Union when requested to do so by the Union.

All amounts required to be deducted by the Company by this Article shall be remitted to Union Headquarters in Montreal, Quebec, no later than the fifteen (15th) day of each month following the employment of the employee(s) concerned.

- c) 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 of any notice which shall have been furnished to the Company under any of such provisions,
- d) The Company agrees that: all employees engaged by them in Canada will be hired either through the office of the Union or through the Seamen's Section of the Canada Manpower Centers; or if the Union fails or is unable to fill a request for a qualified employee or employees, or where such employees are not available within 24 hours (or shorter period in an emergency), the Company shall be free to use any other source of supply for such qualified personnel. It is understood that the Company may require qualifications over and above the qualifications of a labourer (or seamen) such as salvage diving, rigging, barge-mounted crane operation, small crane operation, etc.; and the word "qualified" above may include one or more of these and or other skills as required by the Company's operations. The actual selection and hiring of Salvage & Pollution Control personnel shall be at the discretion of the Salvage Master or his representative, subject to the grievance procedure.

e) ~~The~~ right of an 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.

f) The Union agrees that the Company has the exclusive right to direct employees, and to hire, promote, demote, transfer, lay-off, suspend or discharge employees for cause. Employees shall comply with all lawful orders of their superiors, and refusal of an employee to work as directed on any day shall be grounds for discharge.

g) The Union agrees to cooperate fully with the Company's representatives 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.

h) 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 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 hrs. 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 statutory 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.
- i) Where a replacement has been Provided by the Union, and is for any reason deemed unsatisfactory by the Company, he may be rejected by the Company, and a written reason must be provided by the Company for the rejection.

6. GRIEVANCE PROCEDURE

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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 (5) days of its occurrence.

b) Only one (1) member of the bargaining unit, a bona fide member of the Union, shall act as Delegate. He shall be elected by the majority of the employees and shall be in the Company's employ.

c) Where the employee has a grievance, he must present his grievance on Standard Grievance Form (if available) to the Supervisor with a copy to the delegate within ten (10) days of its alleged occurrence.

d) Upon request of the grieving employee, the 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 his duties.

e) The Supervisor shall acknowledge receipt and reply to the grievance by completing and returning to the grievor a duly completed Standard Grievance Form within five (5) days of receipt of grievance.

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

g) Within thirty (30) days of the Supervisor's reply, the office of the Executive Vice-president 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 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 previously employed 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 provisions of this agreement which has not been settled to the satisfaction of the Company and the Union by conference or negotiation, may be submitted to an arbitration board. Matters involving any request for a modification of this agreement or which are not covered by this agreement shall not be subject to arbitration.

(a) The arbitration board shall consist of one arbitrator who shall be jointly selected by the Union and the Company. This selection shall be made within ten 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 day period to agree upon the selection of an arbitrator, the matter may be referred by either party to the Minister of Labour for Canada who shall select and designate the Arbitrator.

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

(c) A statement of the dispute or question to be arbitrated shall be submitted by both parties, either jointly or separately, to the arbitrator within five days of his appointment. The arbitration board shall convene within ten 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 or responsibility that each side had in the production of the grievance.

8. UNION OFFICERS

(a) For the purpose of consulting with Union members, the Company agrees that an authorized, credentialed Officer of the Union shall be allowed on Company property and job-sites, provided that he shall present his Pass to the Company representative. Such Union representatives shall have the right to engage in negotiations with the person in charge of the job in respect of any disputes or grievances but shall not have the right to interfere in any way with the operations of the particular job.

(b) The Union shall submit to the Company the name and relevant particulars of the bona fide Union members authorized by the Union to act as its representatives provided that the Company, upon receiving from any 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 for the purpose herein provided.

(c) The Union representative shall not violate any provisions of this agreement or interfere with or retard the work on any project, 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) One seniority list will be prepared and maintained for the salvage division and will be made available to the employees at the beginning of each year.

(b) The seniority list will be established as per an employee's engagement date with the Company.

(c) If a man wishes to exercise his seniority and displace a person of a higher grade, then the man must prove to the Company that he is capable of carrying out the work of the man he intends to replace. The Salvage Master or his designated representative will be the sole judge of the ability of the employee who wishes to exercise the right of displacement.

(d) When an employee has given satisfactory service during his term of employment and is laid off for lack of work in his category, he shall be given the opportunity whenever possible to resume employment in the same category, when that work next becomes available. Callback will be governed by previous seniority with the Company. When notified to return to work, the man called back must respond within 48 hours to the call-back. Failure to report in the specified time shall constitute unavailability for work.

10. VACATION PAY

(a) Vacation pay will be in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>WEEKS OF VACATION WITH PAY</u>
First year	2 weeks
After 3 years	3 weeks
After 8 years	4 weeks

(b) Only one (1) member of the salvage team may be on vacation at any one time.

(c) Vacation not taken in one (1) year if postponed due to a salvage job will be carried over for a maximum of one (1) year with an additional day to be paid by the Company.

(d) Only two (2) weeks vacation at one time can be taken by an employee.

(e) During the time from January 1st to April 30th if an employees' vacation schedule permits more than two (2) weeks can be taken,

(f) The above clauses may be changed upon the mutual consent of the employee and the Company.

11. GENERAL DUTIES

All employees will perform those duties as directed by their supervisor, to the best of the individual's ability.

12. STATUTORY HOLIDAYS

The following days are to be recognized as Statutory Holidays:

Christmas Day	Dominion Day
Good Friday	Thanksgiving Day
Victoria Day	Labour Day
Remembrance Day	St. Jean Baptiste Day
New Year's Day	Easter Monday
January 2nd	December 26th

NOTE

For employees resident in Ontario the first Monday of August will be substituted for St. Jean Baptiste Day.

If any of the foregoing holidays falls on a Saturday or a Sunday, the following Monday will be observed and paid at the same rate as a Statutory Holiday.

If any employee does not work on a Holiday he will receive his usual daily wage. If an employee is required to work on a Statutory Holiday, he will be paid at double the normal rate, in addition to receiving another day off with pay.

13. MEALS, COFFEE TIME AND LUNCHES

(a) Meal Hours: Due to the nature of a salvage operation the timing of meals is impractical, however, whenever possible the following meal hours will be adhered to:

When the personnel are working away from their respective home base and billeted ashore, the hours of the meals when practicable will be:

Breakfast	0630 to 0730 hours
Dinner	1200 to 1300 hours
Supper	1700 to 1800 hours

When the personnel are working away from home base and meals are served aboard a vessel, the meal hours when practicable will be:

Breakfast	0730 to 0830 hours
Dinner	1130 to 1230 hours
Supper	1700 to 1800 hours

The departure from the above meal times will be at the discretion of the Salvage Master or his representative.

(b) A fifteen minute coffee break will be allowed for the personnel each morning and afternoon, such coffee breaks for day workers shall be taken at the hours of 1000 and 1500 hours when the nature of the work permits, otherwise as near as possible to these hours as determined by the Salvage Master or his representative.

(c) Where overtime is worked and where practical night lunches will be provided for those who are actually working at the end of each four hour period. Coffee breaks of a ten minute duration will be allowed where practicable after each two (2) hours of overtime worked. The night lunches shall be given in such a way as to not unnecessarily interrupt the operations.

14. — TRANSPORTATION COSTS

(a) Transportation at the Company's expense will be provided for employees to any work site other than their normal working area.

(b) If an employee uses his own vehicle at the request of the Company for any purpose, he will be reimbursed at the rate of twenty-three cents (0,23\$) per kilometre effective July 1, 1986; twenty-four cents (0,24\$) per kilometre effective July 1, 1987 and twenty-five cents (0,25\$) per kilometre effective July 1, 1988.

15. ROOM AND MEAL ALLOWANCE

(a) Room and meal allowance will be provided for all personnel required to work away from home base when they are not provided by the Company.

These allowances are:

Room:

Effective July 1, 1986 - \$45.00/day
Effective July 1, 1987 - \$50.00/day
Effective July 1, 1988 - \$55.00/day

Breakfast:

Effective July 1, 1986 - \$5.20/day
Effective July 1, 1987 - increased by the consumer price index for Montreal for the year ending June 30, 1987.
Effective July 1, 1988 - increased by the consumer price index for Montreal for the year ending June 30, 1988.

Dinner:

Effective July 1, 1986 - \$10.20/day
Effective July 1, 1987 - increased by the consumer price index for Montreal for the year ending June 30, 1987.
Effective July 1, 1988 - increased by the consumer price index for Montreal for the year ending June 30, 1988.

Supper:

Effective July 1, 1986 - \$14.56/day
Effective July 1, 1987 - increased by the consumer price index for Montreal for the year ending June 30, 1987.
Effective July 1, 1988 - increased by the consumer price index for Montreal for the year ending June 30, 1988.

(b) The meal allowance will not apply to the first lunch period if the employee reports to home base that morning and if facilities are made available to satisfactorily store meals when working away from home base. Should facilities not be available, the Company will pay the cost for such meals on the rates as indicated in clause A above.

Further, this clause will not apply with respect to supper if an employee returns to home base prior to 19:00 hrs. that working day.

(c) When an employee is working away from home base and billeted ashore he will be given a cash advance to purchase meals, in accordance with the schedule; if impractical, the Company will provide the meals.

16. SAFETY & EQUIPMENT

(a) The Company shall make every effort to furnish and maintain safe working gear and equipment for the protection of its employees and shall continue to make reasonable provisions and rules for their safety and will not require personnel to work in situations which are considered to be unreasonably dangerous in the salvage industry.

(b) Life jackets shall be provided employees working on or near the water.

(c) When an employee falls sick or is injured, it will be the duty of the Company to see that the employee gets first-aid or medical treatment as quickly as possible.

(d) The Company agrees to supply and maintain the following safety equipment for the use of personnel covered by this agreement.

1. Goggles shall be supplied as required for men engaged in chipping or scaling.
2. Hard hats shall be supplied to crew members working in areas where overhead work is being performed.
3. Goggles and hard hats will be signed for, and if not returned at termination of employment, the employee will pay for the cost of replacement.

Goggles are to be worn at all times when chipping or scaling, and hard hats are to be worn on all salvage operations, and at other times as directed by the Salvage Master or his representative.

(e) The Union agrees to co-operate with the Company in promoting safe practices and conditions by reporting hazardous situations to the company representatives who shall endeavour, whenever practicable, and with the least possible delay, to have the situations rectified.

(f) It is agreed that any safety regulations that the Company may now have in force for the safety of its 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. Violation of any such regulations will warrant instant dismissal.

(g) Bringing and/or consuming alcoholic liquor or narcotics on any Company's work site, will be cause for immediate dismissal.

(h) Immersion suits - The Company agrees to store immersion suits that conform with the standards prescribed by D.O.T., on board of its salvage barges fitted with accommodations.

(i) The Company agrees to post diagrams in French and English on Company vessels clearly showing all escape routes, and the location of fire fighting equipment.

(j) Work gloves, rain suits., rubber boots and other special gear, e.g. face masks, etc., as necessary, will be supplied to all employees at home base when carrying out dirty work, as well as during a salvage operation as determined by the Salvage Master or his representative. In addition, welders mitts will be supplied to welders as necessary. Old mitts must be turned in. For work at home base, the Company will provide on April 1st, of each year, to each employee, after two (2) years of service, the sum of one hundred dollars (\$100.00) to purchase and maintain work gloves, rain suits and rubber boots.

In addition, the Company will provided up to two (2) pairs of coveralls to each employee (other than welders who will receive up to four (4) pairs) on April 1st of each year after two (2) years of service. Employees must turn in unusable coveralls to receive a new pair after initial issue.

The Company shall also reimburse an employee the cost of steel-toed work boots up to a maximum of sixty dollars (\$60.00) per year upon an employee submitting a proper receipt.

17. HOURS OF WORK

1. (a) When working at home base, the normal hours of work will be between 0800 and 1700 hours, Monday to Friday.

(b) When working away from home base, the work schedule, which may include a watch system, will be organized by the Salvage Master or his representative.

2. When personnel are required to work excess hours on any day they will be paid a premium as follows:

(a) Monday to Friday

1) At home base before 0800 and after 1700 hours:
1 1/2 times basic rate.

2) Away from home base and traveling:

a. first: 8 hours - basic rate
b. after first 8 hours - 1 1/2 times basic rate

(b) Saturday - First 8 hours 1 1/2 times basic rate
- After first 8 hours 2 times basic rate

(c) Sunday - 2 times basic rate

3. When members of the salvage crew are transported to job away from Montreal and are not working aboard company vessels, they will be guaranteed eight (8) hours per day Monday through Sunday. If no work is available on Saturday and Sunday, the eight (8) hours will be paid at the basic rate. If work is carried out, the hours will be paid at the normal Saturday rate, that is 1- $\frac{1}{2}$ times the basic rate, or the normal Sunday rate, that is two (2) times the basic rate,

If the salvage crew are aboard a Company vessel they will be guaranteed eight (8) hours per day, seven (7) days per week at the rates of pay applicable for the day worked, that is basic rate Monday through Friday, 1- $\frac{1}{2}$ times the basic rate for Saturday and two (2) times the rate for Sunday.

4. When working off shore, time spent travelling to and from the debarkation point and the vessel will be considered as working time to be paid at the applicable rate.

5. An off duty employee when called in from home and who reports to work, will be credited with a minimum of 4 hours.

When men who are off duty at a job site are called out to work and then knocked off for less than two hours (excepting where a man is recalled for his regular duties), their time shall be paid straight.

6. A five minute clean-up period will be allowed each employee just prior any meal period and just prior knock-off when not engaged in a watch system.

7. If the Salvage squad is called out and an employee misses the call, said employee shall report to his home base during his normal working hours where work shall be assigned to him as usual provided adequate supervision is available and safe working conditions exist or he shall be sent to join the squad.

8. Each employee will be granted a rest period of at least six (6) hours in every twenty-four (24) hours except when, in the discretion of the Salvage Master or his representative, lives or property are at risk. When the rest period is not granted, overtime rates will continue for hours worked until the six (6) hours rest is granted.

18. WAGES AND PAYMENT OF WAGES

(a) The schedule of wages for all employees covered by this agreement are to be computed on the basis of Annex "A" attached.

(b) Pay day will be every second Thursday at noon for the pay period ending the Friday prior the pay date. Where employees are laid off, they shall receive all monies due them at time of lay-off.

(c) If a mistake is made by the Company in the calculation of an employee's pay then the mistake will be rectified within 72 hours.

(d) The Company will provide in advance a form to be signed by the employee if he (1) wishes his cheque to be deposited in his bank account when he is away from home base or (2) he wishes his cheque to be picked up at the Company's office by an authorized party.

(e) When an employee is working away from home base and living ashore for an extended period, he may request and be granted an advance on his salary of one hundred dollars (\$100.00) in the local currency and one hundred dollars (\$100.00) Canadian shall be deducted from his paycheque.

1. BONUS CLAUSE

A. Call-back and Stand-by Bonus:

As a result of a ship in distress due to a grounding, collision, fire or other similar event, an employee may be called to report right away or to stand-by for a call; in either case he will be paid a bonus.

The amount of the bonus will be as follows:

Example

- (a) Employee stands by for 12 hours or less and is not called - BONUS - \$26.00
- (b) Employee stands by for more than 12 hours - BONUS is \$26.00 for first 12 hours plus \$15.60 for each additional 12 hour period or part thereof.
- (c) If the employee stands by and is called to report in less than 12 hours - BONUS \$52.00
- (d) If the employee stands by and is called to report after 12 hours - BONUS is \$52.00 plus \$31.20 for each additional 12 hour period or part thereof,
- (e) If an employee is called to report to work right away he shall be paid a BONUS of \$52.00.

NOTE

No BONUS will be paid under (a) or (b) above if a BONUS is earned under (c) or (d).

The Company will provide at its expense bell boys and batteries for use by the employees when off duty. The employee will be responsible for the bell boy while it is in his possession.

B. Salvage Outside North America:

In the event that an employee is required to work on a Salvage operation outside North American waters, he will earn a BONUS of \$416.00 for the first thirty (30) days or part thereof and an additional \$416.00 per thirty (30) day period on a prorata basis.

This BONUS payment will be paid on the completion of the operation or at the time the employee is returned to Canada by the Company without cause.

In the event the employee leaves before the operation is concluded then no BONUS will be earned.

C. Postponed Vacation Bonus:

- 1. If an employee agrees to postpone all or part of his vacation in order to attend to a salvage job, when so requested by the Company, he will receive a bonus of two hundred dollars (\$200.00).
- 2. If the employee postpones his vacation as above and has incurred prepaid or other expenses in relation to his vacation plans, the Company will compensate him for such expenses on submission of satisfactory proof of such expenses.
- 3. If an employee is on vacation and agrees to come back, the Company agrees to pay all transportation costs involved in addition to receiving the bonus indicated in clause (1) above,

4. For the purpose of definition, a vacation shall be deemed to include the weekends at the beginning of, during and at the end of a scheduled vacation period.

20. TIME RECORD SHEETS

The Company agrees to supply Time Sheets for the purpose of keeping a record of the time worked. It will be the responsibility of each individual employee to fill out his own Time Sheet Record and have it signed by his supervisor.

The Time Sheet will be made in triplicate; the first and second copies will be delivered to the employee's supervisor, and the third copy will remain in the employee's individual Time Book for his record. The first copy will be delivered to the office by the supervisor for payroll purposes, and he will retain the other as his record.

21. INTERRUPTION OF WORK

It is agreed that there shall be no strikes, walkouts, lockouts, secondary boycotts, or other similar interruption 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. Any violation of this clause shall entitle the Company to claim damages from the Union, from those signing this agreement on behalf of the Union in their official capacities, and from all employees participating in or responsible for any work stoppage. Likewise, the employer may be held responsible for damages resulting from an illegal lockout,

22. PERSONNEL'S BELONGINGS

An employee covered by this agreement while employed by the Company, who suffers a loss of clothing or other personal effects as a direct result of his employment, shall be compensated by the Company for such loss, up to a maximum of \$400.00.

This clause will not apply to clothing or other effects destroyed by normal wear by the employee in the course of his regular employment, or through his own negligence in any manner.

23. INSURANCE BENEFITS

The Company agrees to provide accidental death and dismemberment insurance for its employees, paying up to \$25,000.00 in case of accident while on the job.

4. LEAVE DUE TO BEREAVEMENT AND OTHER PERSONAL REASONS

(a) Each employee shall be entitled to receive his time off with pay for a period of three (3) days in the following cases: The death of a spouse, father, mother, children, brother or sister. In addition, the employee may request one day off with pay in the case of the death of a father-in-law or mother-in-law and brother-in-law or sister-in-law and the Company may not unreasonably deny such request.

In addition, every employee may request leave without pay in the following instances, for which he has burden of proof and the Company may not unreasonably deny such request:

(b) **Sickness** or accident, for a period not exceeding twelve (12) months.

(c) A serious accident involving a member of his immediate family, either his father, mother, child, or legitimate spouse, for a maximum period of two (2) days plus travelling time to and from home base in case of an employee working on a job out of home base.

(d) Two (2) days for his own wedding: the employer must be notified at least thirty (30) days prior to the event.

(e) Wedding of his father, mother or child, for a maximum period of two (2) days and the employer must be notified at least thirty (30) days prior to the event.

(f) Birth of his child, for a maximum period of two (2) days.

In the case of death of a spouse, father, mother or children, when the employee is away from his home base, the employer will pay one way travel expenses to home base upon presentation of sufficient proof of such death.

25. 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.

26. EMPLOYEE'S FILE

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

(b) Upon written request of an employee, notice of disciplinary action of a minor nature, which has been placed on the personal file of the employee shall be destroyed after three (3) 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 employee, the personal file of that employee shall be made available for examination once per year in the presence of an authorized representative of the employer.

27. OCCUPATIONAL HEALTH AND SAFETY LABOUR-MANAGEMENT COMMITTEE

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.

28. PROFIT SHARING

(a) The gain or loss on the sale of Company's assets will not be included in the Company's profits.

(b) An employee who refuses to postpone his vacation or return from his vacation and does not take part in a salvage operation will have his bonus reduced as follows:

Normal Bonus - (Normal Bonus x $\frac{\text{Salvage Jobs days missed}}{\text{Total Company's salvage job days}}$) = Corrected Bonus

29. FRINGE BENEFITS

It is agreed between the parties that the contribution payable to the Seafarers' Medical Plan, the Seafarers' International Union of Canada Pension Plan and the seafarers' International Union of Canada Hiring Hall are provided for in a Memorandum of Understanding between the parties dated September 17, 1986 which Memorandum of Understanding is incorporated in the present collective agreement and forms an integral part thereof.

30. COST OF LIVING ADJUSTMENT

(a) Effective July 1, 1987 wages, premiums, fringe benefits and all monetary items unless indicated otherwise shall be increased by the consumer price index for Montreal for the year ending June 30, 1987.

(b) Effective July 1, 1988 wages, premiums, fringe benefits and all monetary items unless indicated otherwise shall be increased by the consumer price index for Montreal for the year ending June 30, 1988.

31. OTHER CONVENIENCES

A refridgerator for the use of employees shall be furnished in the lunch room at home base.

32. RETROACTIVITY

Retroactivity will be paid unless indicated otherwise on all wages, premiums, statutory holidays, contributions to the Seafarers' International Union of Canada Hiring Hall Fund, the Seafaers' Medical Plan and the Seafarers' International Union of Canada Pension Plan and overtime for all hours worked starting July 1, 1986.

33. DURATION OF AGREEMENT

~~This Agreement shall become effective from July 1st, 1986 and shall continue in full force and effect until June 30th, 1989 and thereafter from year to year unless or until either party serves written notice on the other party to the contrary at least ninety (90) days prior to June 30th, 1989 or ninety (90) days prior to June 30th of any subsequent year.~~

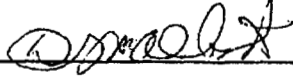
McALLISTER TOWING & SALVAGE INC.

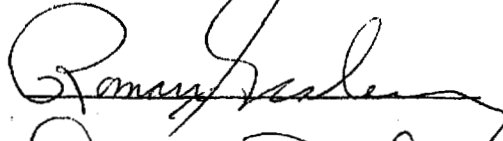
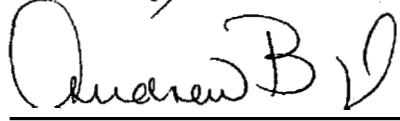
Salvage Division

(Salvage & Pollution Control Division)

SEAFARERS' INTERNATIONAL

UNION OF CANADA



McALLISTER TOWING & SALVAGE LTD.

WAGE AGREEMENT

SALVAGE DIVISION

I SALVAGE TECHNICIANS:

**Effective
July 1/86**

To qualify as a Salvage Technician,
an employee must have one of the
below listed skills.

(hourly rate)

A. Basic Rate..... \$ 10.06

B. For each additional skill over
and above his qualifying skill,
an employee's rate will be
increased as follows:

Skill

- | | |
|--|---------|
| 1. Barge-mounted crane operator | \$ 0.49 |
| 2. Welder, burner (may include steel erection, pipe fitting, etc.) | \$ 0.49 |
| 3. Mechanic..... | \$ 0.49 |
| 4. Equipment operator (grain-veyors, generators, compressors, pumps, etc.) | \$ 0.49 |
| 5. Electrician (at least minor electrical repairs) | \$ 0.49 |
| 6. Rigger..... | \$ 0.49 |
| 7. Carpenter..... | \$ 0.49 |
| 8. Barge Captain..... | \$ 0.49 |
| 9. Lead hand (effective working foreman for group of at least five men) | \$ 0.49 |
| 10. Diver | \$ 0.49 |
| 11. An employee certified in one of the above skills will be paid an additional \$1.89 per hour from July 1, 1986. | \$ 1.89 |
| 12. Laborer - Basic Rate... .. | \$ 9.29 |

SALVAGE TECHNICIANS: - (CONT'D)C. Salvage Technician Trainee:

When agreed to beforehand by the Company and the employee, and after a one month trial period, an employee may become a Salvage Technician Trainee. He will be paid a basic rate of \$9.29 per hour plus an additional \$0.49 per hour while in training for any of the above skills, during the first year of this agreement.

D. Divers:

When an employee is engaged in diving and that said employee is fully qualified to work as a Salvage Diver, he will be paid at the basic rate of \$21.25 per hour (\$31.89 for time and a half, and \$42.52 for double time) for each hour engaged in actual diving with a minimum of two (2) hours guaranteed in any calendar day.

When an employee who is utilized as a diver and is not fully qualified as a Salvage Diver he will be paid at the basic rate of \$15.94 per hour (\$23.92 for time and a half and \$31.89 for double time) for each hour engaged in actual diving with the applicable two (2) hour guarantee as above.

When a diver is operating below 33 feet and is working on a diving schedule the time required to allow for a repetitive dive will be considered as diving time.

When an employee is engaged in diving he will receive no other remuneration except overtime as outlined in Clause 17.-2.

The employee acting as the diver's tender will not be paid the diving premium.

II. GENERAL:

- A. Salvage Technicians may apply and with the mutual agreement of the Company be designated as training for a new classification skill. They may apply for testing for a particular skill when they are qualified and such test will be given where practicable within 30 days after the employee has requested such a test or when the next test date is available when such tests are performed by Government agencies or other bodies normally conducting these tests.

As is accepted in the salvage industry, a Salvage Technician is considered as a "Jack of all Trades" and is expected to perform or assist in carrying out tasks (as in the post) that he normally can do irrespective of the fact that he is not skilled in that particular field or paid a premium for that skill.

- B. It is understood that the increase in rate for a skill is payable when the Salvage Master or his representative agrees that the degree of proficiency attained is satisfactory.
- C. When an employee applies to be tested, the cost of the test and his wages for the day(s) will be paid by the Company provided he passes the test. If unsuccessful, the cost is to be borne by the employee.
- D. It is understood and agreed that employees shall have the right to participate in not more than one training program at a time, up to a maximum of two additional skills per year.

II. GENERAL - (CONT'D)

- E. It is agreed that employees fully certified in certain skills will not be paid additional amounts for related skills. These skills are:

SKILL

Crane Operator
Mechanic

EXCLUDED SKILL

Rigger
Equipment Operator

- F. In addition an employee may only receive the payment as fully certified for one skill.

1 - BARGE-MOUNTED CRANE OPERATOR

The applicant must have taken and passed an approved course in crane handling and demonstrated to the Salvage superintendent his knowledge and ability in:

- 1. Rigging as prescribed in the rigger's skill requirements.**
- 2. The operation of a crane in the hoisting (including magnet) and clamming modes.**
- 3. The servicing and simple maintenance of a crane, including the ability to set-up the clutch and brake friction in a proper manner.**
- 4. Manner in which the cranes are positioned on the Company's salvage barges for cargo handling from another vessel.**
- 5. Rigging of the crane's blocks, buckets and magnet.**
- 6. working safely with adequate production.**

2. WELDER, BURNER

The applicant **must** have taken **and passed** an approved course in welding to a **"C"** level and **demonstrated** to the Salvage Superintendent his knowledge and ability in:

1. **Performing** electric welding in the vertical and down hand modes.
2. Ability to braze steel and non-ferrous metal pieces.
3. Ability to cut steel by gas and oxy-arc.
4. Preparation of steel **for** welding and erecting.
5. Preparation of pipe **for** welding.
6. Determining type of rod to be used for various welding tasks.
7. Understanding of safety procedures to be used during this occupation.

3. MECHANIC

The applicant must have completed an approved Motor/Diesel Mechanics course and obtained a qualifying certificate and demonstrated his practical ability to the Salvage Superintendent that he can carry out a major overhaul on mechanical equipment owned or leased by the company, such as:

- a) Air compressors;
- b) Mechanical ends of welding machines;
- a) Prime movers of hydraulic equipment;
- d) Mechanical ends of generating sets;
- e) Pumps;
- f) Winches;
- g) Front end loader;
- h) Fork lift machine;
- i) Grain vacs;
- j) Company owned or leased vehicles.

In addition, the applicant must understand, trouble shoot and repair the various safety electrical circuits on these various machines.

Also, he should be able to start, operate, service and secure the above mentioned equipment.

4. EQUIPMENT OPERATOR

The applicant must demonstrate to the Salvage Superintendent his ability to start, operate, service and secure company owned or rented equipment

such as:

- a) Air compressors
- b) Welding machines
- c) Prime movers of hydraulic equipment
- d) Generators
- e) Pumps
- f) Winches
- g) Front end loaders
- h) Fork lift machines
- i) Grain vacuums
- j) Portable heaters (gas, electric, etc.)

In addition to the above, the applicant must have the ability to trouble shoot problems while equipment is in service and take the necessary corrective action to keep them operating; His skill in this category does not require ability to undertake a major repair to a piece of equipment.

5. ELECTRICIAN

The applicant must have taken and passed a Government standard course in basic electricity and demonstrated to the Salvage Superintendent his knowledge and ability in electrical matters including:

1. Types of voltage.
2. Resistance, voltage, amperage, watt and their relationship to one another.
3. Description of the various types of motors and their uses.
4. Description of the various types of generators and the manner in which they are wound and excited.
5. Carbon brushes - Their uses, grade and position on motors and generators.
6. How to re-establish residual magnetism in generator field and correct polarity.
7. How to utilize a megger and multi-meter and with information they provide, trace and eliminate a ground.
8. Install a simple switch, light and outlet circuit using approved material and correct gauge of wire.
9. Understand and explain simple starting circuit.
10. Trouble shoot a fault in a starting circuit.
11. How to test a shut-down circuit on auxiliary machines and how to trouble shoot such a system to locate and eliminate a fault.
12. Read basic schematic diagrams.

6. RIGGER

The applicant must demonstrate an ability:

1. To **splice various types** of wire ropes ,with**various** stranding, left and right lay using:
 - a) **Standard Eye**
 - b) **Flemish Eye**
 - c) **Long joining splice**
 - d) **Short joining splice.**

2. To splice manila, poly and nylon lines, regular lay.
All splices as indicated **in** item 1 above, plus back or and splice.

3. To form the following knots in rope:
 - Flat knot
 - Fishermen's knot**
 - Bowline
 - Bowline on bight
 - Half **hitch**
 - Reef knot

4. To be able to rig blocks with multiple sheaves.

5. To explain and demonstrate method of slinging weights to be lifted by crane. In **addition,** to know safe working loads of slings, both metal and fibre and the reduction of these limits when slings are used at an angle.

6. To use and explain crane signal for use with conventional and hydraulic boom cranes.

7. CARPENTER

The applicant **must** have taken and passed a Government standard course in Wood Working and have demonstrated to the Salvage Superintendent his ability to do rough carpenter's work including:

- a) **Construct a square** framer
- b) **Install** panelling on bulkhead;
- c) **Make** a packing case and cradle for shafts;
- d) **Be able** to use carpentering tools, both hand and electric;
- e) **Plan** job, estimate material to be **used** and what type of wood.

B. BARGE CAPTAIN

For the **satisfaction** of the **Marine Superintendent**, the applicant must:

1. Demonstrate an ability to operate *the various engine room systems*: Bilge, ballast, electric power, **sanitary** and heating,
2. **Know** location of and be able to fill and empty the fuel and water tanks.
3. Demonstrate ability to operate **air compressing system** for actuating the deck winches and windlass.
4. Be familiar with operation of winches and wires in transiting the Seaway and the preparation of the wires for entering locks.
5. Demonstrate **how** the vessel should be made fast to a dock using adequate head, stern, **breast** and spring lines,
6. **Know** how to anchor vessel both in **quiet** water and in **current**; the amount of chain to be **used**, when and how to drop both bow anchors so that they will not foul.
7. **Know** the rules of the mad as regards to **running** lights on the barge, and when vessel is at anchor at night, in fog or high winds,
8. **Know** the manner in which the barge may be towed and how to rig tow lines,
9. **Know** the manner in which barge to be loaded and or discharged (*Dis-tribution of load*).
10. **Know** the proper positioning of the barge alongside a ship for loading, discharging during salvage.
11. **Know** how to set-up and maintain **warch** procedures when underway, when at anchor, etc.
12. **Know** how to calculate dead weight.
13. **Know** how to reposition the crane on the barge.
14. **Know** how to prepare barge for sea, e.g. lash down loose gear, crane, etc

10. DIVER

The applicant must have taken and passed an approved course in diving and/or demonstrate to the Salvage Superintendent his knowledge and ability to dive safely. His knowledge must include:

1. The ability to inspect underwater damage and to explain what he has seen by sketches and to recommend best method of repair.
2. Be able to dive, tethered or free scuba, or hard hat.
3. Problems with diving, depth limitation dive tables and safety regulations and decompressing procedure during ascent.
4. To be able to perform underwater cutting correctly and efficiently.
5. The ability to apply epoxy or other compounds underwater.
6. To make patches using toggles or bolts.
7. To utilize ranset or cox gun underwater.
8. To sling underwater and to form knots without visibility.

MEMORANDUM OF UNDERSTANDING made this 10 day of Oct. '1986.

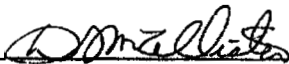
BETWEEN! McALLISTER TOWING & SALVAGE, INC.
(Salvage & Pollution Control Division)
hereinafter referred to as "THE COMPANY"


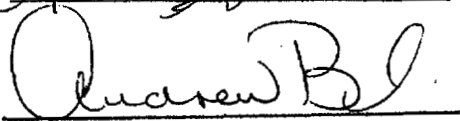
AND: SEAFARERS' INTERNATIONAL UNION OF CANADA
hereinafter referred to as "THE UNION"

It is agreed between the parties that a refridgerator for the use of employees shall be furnished in the lunch room at home base with as little delay as possible by removing the refridgerator from the tug Helen McAllister once a new one can be put on board.

McALLISTER TOWING & SALVAGE INC.
(Salvage & Pollution Control
Division)

SEAFARERS' INTERNATIONAL
UNION OF CANADA



MEMORANDUM OF UNDERSTANDING

ENTERED INTO BETWEEN

McALLISTER TOWING & SALVAGE INC.
Salvage Division
(Salvage & Pollution Control Division)

Hereinafter referred to as "the Company"

AND

SEAFARERS' INTERNATIONAL UNION OF CANADA

Hereinafter referred to as "the Union"

OCCUPATIONAL HEALTH AND SAFETY LABOUR-MANAGEMENT COMMITTEE

Terms of Reference

ARTICLE I

An Occupational Health and Safety Labour-Management Committee is established to promote safe and healthy working conditions for all S.I.U. members in this bargaining unit. This Committee will not deal with matters such as operational safety or public safety. The Committee will **consist** of the following:

- (a) One (1) representative of the Company
- (b) One (1) representative of the S.I.U. of Canada

ARTICLE II

The Committee shall meet periodically as required or on an urgent basis as a result of an emergency or other special circumstance.

ARTICLE III

The notice of meetings **as** set forth previously shall **be** sent by the ~~party~~ requesting the ~~meeting~~.

ARTICLE IV

The ~~Committee~~ shall keep accurate records of all ~~matters~~ that come before it and shall keep minutes of its meetings and shall make such minutes and records available to all members of the Committee.

ARTICLE V

The Committee has the **Following** duties to perform:

- (a) Shall receive, consider and expeditiously dispose of general complaints relating to safety and health of the employees;
- (b) Shall maintain records pertaining to the dispositions of complaints relating to the safety and health of the employees;
- (c) Shall cooperate with any occupational health service established to serve the work place;
- (d) ~~May~~ establish and promote safety and health programs ~~for~~ the education of the employees represented by the Committee;

(e) May develop, establish and maintain programs, measures and procedures for the protection of improvement of the safety and health of employees;

(f) Shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;

(g) May request from the employer such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment owned or operated by the Company.

SIGNED: Oct. 10 1986

McALLISTER TOWING & SALVAGE INC.
Salvage Division (Salvage &
Pollution Control Division)

SEAFARERS' INTERNATIONAL
UNION OF CANADA

Donald Roman
Andrew B. J.

MEMORANDUM OF UNDERSTANDING made this 24 day of Sept 1986.

BETWEEN: McALLISTER TOWING & SALVAGE INC.
(Salvage & Pollution Control Division)
hereinafter referred to as "THE COMPANY"

AND: SEAFARERS' INTERNATIONAL UNION OF CANADA
hereinafter referred to as "THE UNION"

1. The present Memorandum of Understanding is entered into pursuant to Clause 30 entitled "FRINGE BENEFITS" of the Memorandum of Agreement concluded between the parties on Sept. 17, 1986 and is in complete and final satisfaction thereof.

2. The Company undertakes to contribute to the following Plans as indicated below:

SEAFARERS' MEDICAL PLAN

Effective July 1, 1986, the Company agrees to contribute three dollars and twenty-five cents (\$3.25) per man per payroll day; effective July 1, 1987, this amount will be three dollars and forty cents (\$3.40) per man per payroll day and effective July 1, 1988 this amount will be three dollars and fifty-five cents (\$3.55) per man per payroll day. Said contributions to be made to the existing Seafarers' Medical Plan.

Where a member is entitled to draw benefits under the Seafarers' Medical Plan, the Company agrees to continue Seafarers' Medical Plan contributions during any period the employee is off work as a result of compensable disability or illness up to a period of twelve (12) months for the same compensable disability or illness.

SEAFARERS' INTERNATIONAL UNION OF CANADA PENSION PLAN

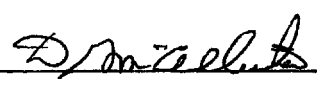
The Company agrees to contribute six percent (6%) of each employee's basic wages to the S.I.U. of Canada Pension Fund.

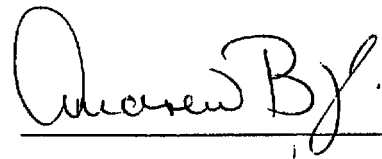
SEAFARERS' INTERNATIONAL UNION OF CANADA HIRING HALL FUND

Effective July 1, 1986, the Company agrees to pay to the Seafarers' International Union of Canada Hiring Hall Fund, the sum of two dollars and ten cents (\$2.10) per man per payroll day; effective July 1, 1987 this amount will be two dollars and twenty cents (\$2.20) per man per payroll day and effective July 1, 1988, this amount will be two dollars and thirty cents (\$2.30) per man per payroll day. These amounts to be remitted to the Seafarers' International Union of Canada, located at 1333 St. Jacques Street West, Montreal, P.Q., no later than the fifteenth (15th) of the following month.

McALLISTER TOWING & SALVAGE INC.
(Salvage & Pollution Control
Division)

SEAFARERS' INTERNATIONAL
UNION OF CANADA





32