

PETITE FORTE

SOURCE	UMUSA		
EFF.	96	03	01
TERM.	01	02	28
No. OF EMPLOYEES	4		
NOMBRE D'EMPLOYÉS	80		

MEMORANDUM OF AGREEMENT

BETWEEN

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

AND

GREAT LAKES AND INTERNATIONAL TOWING & SALVAGE COMPANY INC.
(hereinafter referred to as "the Company")

Effective as of March 1st, 1996 to February 28th, 2001

APR 1 - 1996

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T A B L E O F C O N T E N T S

1. GENERAL PURPOSE OF THIS AGREEMENT	1
2. RECOGNITION	1
3. CLAUSE PARAMOUNT	1
4. GOVERNMENT LAWS AND REGULATIONS	1
5. MAINTENANCE OF MEMBERSHIP AND EMPLOYMENT	2
6. GRIEVANCE PROCEDURE	4
7. ARBITRATION	5
8. UNION OFFICERS BOARDING VESSELS	6
9. SENIORITY	6
10. STATUTORY HOLIDAYS	7
11. PROMOTIONS	7
12. VACATION PAY	7
13. GENERAL AND EMERGENCY DUTIES	8
14. CLEANLINESS OF QUARTERS	8
15. OTHER CONVENIENCES	8
16. MEALS. COFFEE TIME AND LUNCHESES	8
17. ROOM AND MEAL ALLOWANCE IF NOT AVAILABLE ON VESSELS	9
18. SAFETY AND EQUIPMENT	9
19. WAGES AND HOURS OF WORK	10
20. LEAVE	10
21. MAINTENANCE WORK	11
22. STEWARD'S DEPARTMENT	11
23. INTERRUPTION OF WORK	11
24. PAYMENT OF WAGES	12
25. MARINE DISASTER	12

26. FRINGE BENEFITS	12
27. EMPLOYEE'S FILE	12
28. HARBOUR WORK	13
29. WINTER AND LAID UP WORK	13
30. DURATION OF AGREEMENT	13

WHEREAS the Company voluntarily recognizes the Union as the bargaining agent for 'the unlicensed employees aboard all the Company's 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

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

2. RECOGNITION

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

3. CLAUSE PARAMOUNT

3.01 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.

3.02 During the term of this agreement the Union also agrees not to enter into an agreement of any kind with another vessel operator or operators that is economically more advantageous to their operation and the Company agrees that it will not enter into a collective labour agreement with another Union which will be more economically advantageous than the present agreement.

4. GOVERNMENT AND REGULATIONS

4.01 Nothing in this agreement shall be **so** construed as to affect, the obligation of the signatories under the provisions of the Canada Shipping Act, as amended, or other government legislation, nor to impair in any manner whatsoever; the authority of the Captain.

5. MAINTENANCE OF MEMBERSHIP AND EMPLOYMENT

5.01 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 Employee refuses to be a member of the union then such employee will be replaced first by the Company or the local Union Hall.

5.02 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.

5.03 The Company shall not be required to discharge any employee under clauses 5.01 and 5.02 above unless and until a qualified replacement is available, subject to the Captain's determination and the grievance procedure.

5.04 (a) The Company agrees to deduct the 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.

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

(c) 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 15th day of each month following the employment of the employee(s) concerned.

(d) Should the Company fail to meet its obligations within the delay provided for herein it shall be liable to a penalty of fifty dollars (\$50.00) per day for each day of delay until such time as deductions or contributions are made. The postmark on the envelope shall be the determining factor provided there is no interruption in postal services.

5.05 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.

5.06 The Union agrees that during the period this Agreement is in effect, all personnel to be hired shall be **requested** through and Hired by the Company with the understanding that these potential employees become members of the Union.

5.07 The Union agrees that its hiring facilities shall be available as follows:

1. The Union Hiring Halls shall be open Monday through Friday from 09:00 hrs to 17:00 hrs.
2. Shipping shall be conducted at all ports in accordance with the above stated hours, Monday through Friday.
3. Telephone numbers of Union officials in each port shall be furnished to the Company in case of emergency calls for employment.
4. Outside the hours of 09:00 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 10 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.

5.08 The Union agrees to cooperate fully with the ships' officers and management of the Company in obtaining qualified, reliable employees to fill vacancies as they occur. When employees are requested and cannot be filled by the Company, the Union agrees that the Company's requirements will be filled as quickly as possible.

5.09 (a) When presenting themselves for employment, members shall remit a Union dispatch slip and discharge **book** to the Captain or designated ship's officer. Members who are refused for employment must immediately be furnished in writing with a valid reason for such refusal.

(b) If a ship is delayed in transit and the employee must stay overnight waiting for the vessel, the Company shall pay reasonable living expenses supported by receipts until the arrival of the vessel or until the call is cancelled and, in the latter case, the employee shall receive basic wages from the date on which the employee **was** to report to the vessel.

5.10 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.

5.11 The Union agrees that the Captain or Chief Engineer of the vessel has the exclusive right to direct the crew, determine

qualifications, hire, promote, transfer, lay off, suspend or discharge employees for cause.

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

5.13 If an employee is deemed unsafe aboard the vessel due to the influence of alcohol or drugs, will be subject to automatic dismissal.

5.14 Where an employee terminates his employment with the Company, he shall provide an officer with a minimum of seventy-two (72) hours written notice. Such notice shall be in writing and in duplicate **so** that the employee can retain a signed **copy** from the officer. In any event, the employee must wait until he is properly relieved in a Canadian port before leaving the vessel.

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

5.16 Where the Captain or Chief Engineer decides to lay off, other than when the ship **lays up**, notice shall be given to the employee affected, stating therein the reason for such lay-off.

5.17 It is agreed between the parties that when an employee returns from sick leave or a regular leave, he will notify the Captain seventy-two (72) hours ahead of time in order to facilitate the **paying** off of the relieving employee.

6. GRIEVANCE PROCEDURE

6.01 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.

6.02 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.

6.03 Upon request of the grieving employee, the ship's delegate shall assist 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.

6.04 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 five (5) days of receipt of grievance.

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

6.06 Within thirty (30) days of the Captain's or Chief Engineer'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.

6.07 Within thirty (30) days of the date of 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.

6.08 The Union shall also have the right to submit a grievance in writing to the Company on behalf of all the employees in the bargaining unit or a group or category thereof within thirty (30) days of the occurrence giving rise to the grievance, or on behalf of an individual member not employed aboard a vessel at the time within thirty (30) days of the occurrence giving rise to the grievance. In both these instances above, the Company shall reply to the grievance as per clause 6.07.

6.09 Should the grievance not be settled within thirty (30) days period provided in clause 6.07 above, the matter must be referred to arbitration within ten (10) days thereafter.

7. ARBITRATION

7.01 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.

7.02 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-day period to agree upon the selection of any arbitrator, the matter may be referred by either party to the Minister of Labour for Canada who shall select and designate the arbitrator.

7.03 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,

7.04 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.

7.05 The decision of the Board shall be limited to the dispute or questions 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 decision 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.

7.06 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 on 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

8.01 For the purpose of consulting with Union members, the Company agrees that an authorized credentialed officer of the Union shall be allowed on board the ships at the ports used provided that he shall present his pass on boarding the vessel to the Captain or the Officer in charge. Such representatives shall have the right to engage in negotiations with the Captain or Officers in charge of the ship in respect of any dispute or grievance but shall not have the right to interfere in any way with the operations of the vessel.

8.02 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, or 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 ships in port for the purpose herein provided.

8.03 The Union representative shall not violate any provisions of this Agreement or interfere with the Officers aboard the ship 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

9.01 Seniority shall mean the length of continuous service that an employee has accumulated with the Company.

9.02 Employees with less than three (3) months service will be considered on probation and if found unsuitable by the Company will not be retained in its service.

9.03 A seniority list will be compiled by the Company and will be revised annually. Such list will show names, positions and date of last entry into service in positions covered by this Agreement.

9.04 A copy of the seniority list shall be forwarded to the Union **annually** thirty (30) days after it is compiled.

10. HOLIDAYS

10.01 All employees shall be given the following paid statutory holidays:

- | | |
|-----------------------------|-------------------------|
| 1. New Year's Day | 7. Labour Day |
| 2. First Monday in February | 8. Thanksgiving Day |
| 3. Easter Monday | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. Dominion Day | 11. 1st Monday in March |
| 6. First Monday in August | 12. 1st Monday in June |

10.02 If it is not possible to give a statutory holiday and the employee is required to work on any holiday, he shall be paid his normal rate of pay in addition to the day's pay for the statutory holiday.

10.03 Overtime work on Statutory Holidays shall be paid for at the double time rate.

11. PROMOTIONS

11.01 It is agreed that in **any** promotions to **position** within the bargaining unit, the Company will select employees on the basis of ability, qualifications and merit. These being equal, the preference shall be given to employees with the greatest seniority with the Company.

12. VACATION PAY

12.01 An employee shall receive vacation pay at the time of pay-off equal to four percent (4%) of his gross wages earned during the then current season with the said employer.

12.02 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 five percent (5%) of his gross wages earned during the then current season with the said employer.

12.03 An employee having completed more than twelve (12) full consecutive seasons of service with the same employer shall receive vacation pay at the time of pay-off equal to seven percent (7%) of

his gross wages earned during the then current season with the said employer.

12.04 The right of an employee to receive vacation pay pursuant to clauses 12.01, 12.02 and 12.03 above shall not be affected in any way where such employee is absent from his employment for reasons satisfactory to the Captain.

13. DUTIES AND EMERGENCY

13.01 In addition to the duties normally assigned by this document, all employees shall perform the ordinary duties of a crew member on the vessel.

14. CLEANLINESS OF QUARTERS

14.01 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.

15. OTHER SUPPLIES

15.01 The following items shall be supplied to employees:

1. A suitable number of clean blankets for each employee;
2. Sheets and pillow cases which shall be changed weekly;
3. Roller and bath towels;
4. An adequate supply of crockery or plastic dishes;
5. A T.V. if power is available.

15.02 It is the policy of the Company to maintain the comfort of the crew by providing as good equipment as possible under given circumstances, but it must be recognized that this policy is dependent on the full cooperation of the Union and each employee.

16. MEALS, COFFEE TIME AND LUNCHESES

16.01 Meal hours, when practicable, shall be as follows unless otherwise directed by the Captain:

Breakfast	from 07:30 a.m.	to 08:30 a.m.
Dinner	from 11:30 a.m.	to 12:30 p.m.
Supper	from 05:00 p.m.	to 06:00 p.m.

16.02 As near **as** practicable, fifteen (15) minutes must be allowed off at 10:00 a.m. and at 03:00 p.m. daily for coffee unless otherwise directed by the Captain. Time off must be allowed for coffee during the night at two (2) hours intervals commencing at 06:00 p.m.

17. ROOM AND MEAL ALLOWANCE IF NOT AVAILABLE ON VESSELS

17.01 When the Company does not provide room and board, an employee, during the course of his employment, shall receive eleven dollars and twenty cents (\$11.20) per meal effective March 1, 1996. Effective March 1, 1996, fifty-three dollars and twenty-nine cents (\$53.29) shall be allowed for a room per night.

Effective March 1, 1997, March 1, 1998, March 1, 1999 and March 1, 2000, these rates' shall be increased by the same percentage as the wage increase for that year.

18. SAFETY AND EQUIPMENT

18.01 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.

18.02 When a crew member falls sick or is injured, it will be the duty of the Captain to see that this man gets first-aid or medical treatment as quickly **as** possible.

18.03 Members of the engine room shall not be required to work on staging or bosun's chair while the vessel is underway. Crew members shall not be required to work on staging overside while the vessel is underway. While in port or at anchor and work is required on staging overside, there shall be a man standing by above the stages at all time.

18.04 All vessels shall be supplied with life jackets sufficient for the watch below, and an approved medical kit.

18.05 Goggles shall be supplied as required for men engaged in chipping or scalling,

18.06 During the hours from 17:00 to 08:00, painting, soogeeing or chipping must not be performed,

18.07 The union agrees to cooperate with the Company in promoting safe practices and conditions aboard ship by reporting hazardous situations to the Captain or **Chief** Engineer who shall endeavour, whenever practicable, and with the least possible delay, to have the situation rectified.

18.08 It is agreed that any safety regulations that the Company **may** now have in force for the safety of the vessel and crew

and further safety regulations which the Company shall **put** into effect and bring to the attention of the crew shall be strictly adhered to by all crew members. Violation of any such regulations will warrant instant dismissal.

19. WAGES AND HOURS OF WORK

19.01 Effective March 1, 1996, the rates of pay for employees shall be as follows:

<u>Rating</u>	<u>Daily</u>	<u>Overtime</u>	<u>Double</u>
Able Seaman	\$130.81	16.35	32.70
Cook	\$130.81	16.35	32.70

Effective March 1, 1997, the rates of pay for employees shall be as follows:

<u>Rating</u>	<u>Daily</u>	<u>Overtime</u>	<u>Double</u>
Able Seaman	\$134.73	16.84	33.68
Cook	\$134.73	16.84	33.68

Effective March 1st, 1998, March 1st, 1999 and March 1st, 2000, wages shall be increased by three (3%) percent. Additionally, should the cost of living index covering the previous 12 month period ending February 28 of each year exceed three (3%) percent, the difference shall be added to the wage rate.

19.02 Employees who work the full season, from fit-out to lay-up, with the exception of time off for leave as noted in Article 20 of this contract shall also be entitled to a full season bonus equal to ten percent (10%) of their wages for the year, payable November 30 of each year. The balance of bonus payable in December of each year. Should an employee receive his bonus on November 30th and not lay-up the vessel **as** noted in Article 20 of this contract, the bonus paid shall be forfeited.

19.03 It is further agreed that each unlicensed employee is entitled to a minimum of **six** (6) hours continuous rest each day, except where the safety of the ship or of the rig is concerned.

19.04 The hours of work are any twelve (12) hours out of a twenty-four (24) hour period.

20. LEAVE

20.01 Employees shall only be granted leave after the completion of ninety (90) days work during the season.

20.02 Leave periods shall be allowed for a minimum period of fifteen (15) days.

20.03 Only one seaman shall be allowed off on leave at any one time. Should two seamen request the same dates **off**, seniority

shall be the deciding factor and the employee with the lesser seniority shall be assigned to an alternate time off period.

20.04 No leave shall be granted after October 1st in each year.

21. MAINTENANCE WORK

21.01 Maintenance work is hereby classified as painting, chipping, soogeeing, scraping, or working on ship's gear. Deck maintenance work, except that concerned with the safe navigation of the vessel, shall be performed between the hours of 08:00 a.m. and 06:00 p.m. except soogeeing which may be performed between the hours of 06:00 a.m. and 06:00 p.m. Engine room personnel shall not be required to do any chipping or scraping between the hours of 06:00 p.m. and 06:00 a.m.

21.02 Navigation duties, including the keeping of watches and any work performed in connection with the assistance of ships, towage of vessels and other functions in which a tug/supply vessel may engage, including the cleaning of bulk tanks.

22. STEWARD'S DEPARTMENT

22.01 Should the vessel be in operation for a period exceeding forty-eight (48) hours continuous running, the Company shall hire a cook.

22.02 The regular hours of work for the cook shall be twelve (12) hours in a spread of fourteen (14) hours.

23. INTERRUPTION OF WORK

23.01 It is agreed that there shall be no strikes, walkouts, lockouts, secondary boycotts, or other similar interruptions of work by the Union or the employees 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 employees involved.

23.02 There shall be no discrimination, interference, restraint or coercing by the Company against any employee because of membership in the Union. The Union agrees not to intimidate or coerce or threaten employees in any manner that will interfere or hinder the effective carrying out of this Agreement and the principles contained herein, and will assist and cooperate with the Captains, Chief Engineers and Executives of the Company in maintaining discipline aboard ship. The Union also undertakes to attempt to prevent interference by other labour organizations in Canadian or United States ports.

23.03 It is agreed for the purpose of this Agreement that the refusal of any employee to pass through a lawful picket line shall

not be construed as a violation of this Agreement and shall not be reason for dismissal.

24. PAYMENT OF WAGES

24.01 It is agreed that the payment of wages shall be twice monthly.

24.02 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 or his nominee.

25. MARINE DISASTER

25.01 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 \$800.00.

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

26. FRINGE BENEFITS

26.01 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' Hiring Hall Fund are provided for in a Letter of Understanding between the parties dated December 7, 1995, which Letter of Understanding is incorporated in the present collective agreement and forms an integral part thereof.

27. EMPLOYEE'S FILE

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

27.02 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.

27.03 (a) 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.

(b) Clause 27.03 also applies when an unlicensed employee is off ship on leaves of absence due to the following:

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



28. HARBOUR WORK

28.01 For short trips of less than twenty four (24) hours, no Union employees are required.

29. WINTER AND LAID UP WORK

29.01 **Work** to be done on Company vessels while laid up at the dock can be performed by non-union members, such as students, for painting, chipping, etc. First option for any work while the vessel is laid up, providing they are qualified should be offered to existing crew members or other union members. The rate of pay for winter or laid up work shall be ten dollars (\$10.00) effective March 1, 1996.

Effective March 1st, 1997, 1998, 1999 and 2000 this rate shall be increased by the same percentage as the wage increase for that year.

30. AGREEMENT

30.01 This Agreement shall become effective as from March 1, 1st, 1996, unless otherwise noted herein, and shall continue in full force and effect until february 28, 2001, inclusive, 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 February 28th of any subsequent year.

Great Lakes and International.
Towing & Salvage Company Inc.

Seafarers' International Union
of Canada.

LETTER OF UNDERSTANDING made this 7th day of December 1995

BETWEEN: **GREAT LAKES AND INTERNATIONAL TOWING & SALVAGE
COMPANY INC.**
hereinafter referred to as "The Company"

AND: **SEAFARERS' INTERNATIONAL UNION OF CANADA**
hereinafter referred to as "The Union"

The Company agrees to make the following contributions to the plans as listed below:

SEAFARERS' MEDICAL PLAN

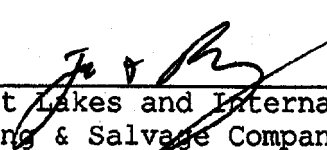
\$5.00 per job per payroll day effective March 1, 1996

HIRING HALL FUND

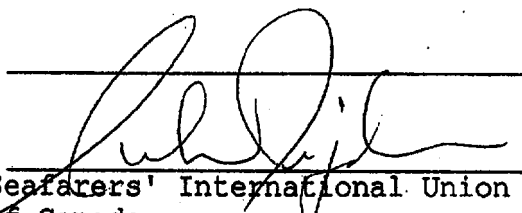
\$2.95 per job per payroll day effective March 1, 1996
\$3.15 per job per payroll day effective March 1, 1997
\$3.35 per job per payroll day effective March 1, 1998
\$3.55 per job per payroll day effective March 1, 1999
\$3.75 per job per payroll day effective March 1, 2000

PENSION PLAN

9% of basic daily rate effective March 1, 1996



Great Lakes and International.
Towing & Salvage Company Inc.



Seafarers' International Union
of Canada.

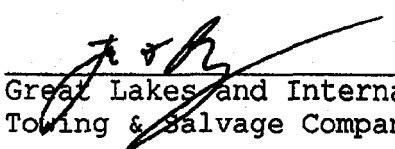
MEMORANDUM OF UNDERSTANDING made this 1st day of March 1996

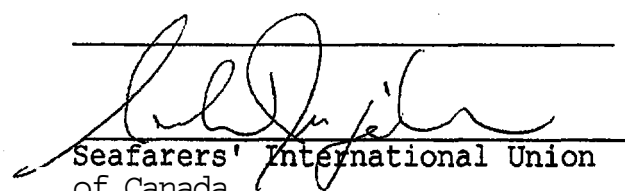
BETWEEN: **GREAT LAKE AND INTERNATIONAL TOWING
& SALVAGE COMPANY INC.**
hereinafter referred to as "The Company"

AND: **SEAFARERS' INTERNATIONAL UNION OF CANADA**
hereinafter referred to as "The Union"

It is recognized that employees who were hired by the Company prior to January 1st, 1993 have been "red circled" with respect to their transportation costs. The Company shall continue to provide these employees with air transportation from the vessel to their home and vice versa when they are being sent home or recalled by the Company. As well, the Company shall provide these employees with a travel allowance of \$500.00 once a year when they go on leave, as described in Article 20 of the collective agreement.

Those entering in the Company's employ after January 1st, 1993 shall not be eligible for this benefit.


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Seafarers' International Union
of Canada.