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COLLECTIVE AGI

BETWEEN

**THE OWEN SOUND TRANSPORTATION
COMPANY, LTD.
PELEE ISLAND DIVISION**

AND

**SEAFARERS' INTERNATIONAL UNION
OF CANADA**

UNLICENSED PERSONNEL

*** January 1, 1996 to December 31, 1996**

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MEMORANDUM OF AGREEMENT

between

THE OWEN SOUND TRANSPORTATION COMPANY, LTD.
PELEE ISLAND DIVISION
(hereinafter referred to as "the Employer")

and

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

(Unlicensed Personnel)

ARTICLE 1

PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer's business without interruption or interference with work, and to provide fair wages, hours and safe working conditions for the employees. It is recognized by this Agreement to be the desire of the Employer, the Union and the employees to co-operate fully, individually and collectively for the advancement of the said conditions.

1.02 Words imparting the masculine gender shall include the feminine and words imparting the feminine shall include the masculine.

1.03 Throughout this Agreement, whenever the delegate is referred to, the reference shall also apply to the alternate delegate unless so noted otherwise.

1.04 Throughout this Agreement, whenever the Transportation Manager is referred to, the reference shall also apply to a designate unless so noted otherwise.

ARTICLE 2

SCOPE AND 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.

ARTICLE 3

MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management of the operation and its facilities and direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

(a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;

(b) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall or select employees for positions excluded from the bargaining unit;

(c) **establish and administer relevant and reasonable tests for the purpose of assisting the employer in determining an employee's qualifications;**

(d) **require employees to be medically fit to perform assigned duties, and to be in possession of a Company approved Medical Fitness Card. The Company may, at any time, cause the employee to be medically examined at the Company's expense;**

(e) **determine the location of operations, and their expansion or their curtailment, the schedules of operations, the number of shifts; determine the methods and processes to be employed, job content, determine the qualifications of an employee to perform any particular Job; the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, when overtime shall be worked and require employees to work overtime;**

(f) **have the sole and exclusive jurisdiction over all operations, vessels, buildings, machinery, equipment.**

3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the express provisions of this Agreement constitute the only limitations upon the Employer's rights.

3.03 Discipline shall be governed by the principles and procedures laid out in the Disciplinary Code as agreed to by the Company and the Union. (Appendix A)

3.04 Dress Code:

Given the nature of our customer service business all employees will be governed by rules concerning code of dress and conduct.



The purpose of the Code of Dress and Conduct is to maintain and enhance a proper image to the travelling public. In achieving such an image, employees must, at all times, in the course of employment:

- present themselves in a **courteous and helpful** manner acceptable to the travelling public,
- dress in the uniform clothing supplied by the company,
- wear only **company-approved** footwear,
- maintain clothing and footwear in a neat and clean manner,
- keep hair and beards in a neat, clean and trimmed fashion and hair must be worn in such a manner so as to avoid presenting a hazard to safety in employment,
- if no tie is worn, only the top button of the shirt may be unbuttoned,, and
- **uniform** supplied by the company is only to be worn in the course of employment.

Employees failing to conform to the above standards may be subject to sanctions imposed under the **Discipline Code**.

ARTICLE 4

UNION SECURITY

4.01 An employee covered by this Agreement who is not a member of the Union shall, within thirty (30) calendar days of commencing 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 Employer.

4.02 The Employer **agrees** to maintain **In their** employ only members of the Union In good standing. "Good Standing" is **herein defined 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.

4.03 The Employer **shall** not be required to discharge any employee under Article 4.02 above unless and **until** a qualified replacement is available subject to the Grievance Procedure.

4.04 The Employer 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, the Employer** agrees to deduct **and** remit, at the request of the Union, any other monies related to Union membership.

4.05 All amounts required to **be** deducted by this Article shall be remitted **monthly** to the **Union** headquarters at Montreal, Quebec not later **than** the 15th day of **the** following month.

4.06 The Union will indemnify the Employer and save it **harmless** from any and **all** claims of demands which are made to **it** by any employee **as** a result of any action taken **by** the Employer pursuant to the provisions of **this Article**.

ARTICLE 5

REPRESENTATION

5.01 The Union shall select one (1) delegate and one (1) **alternate** delegate **from the** employees in the bargaining unit **and shall** notify the Employer, in **writing** of their names. The **Employer** shall not **be** required to recognize anyone as delegate **until** it has been so **notified**.

5.02 A delegate **may** investigate and process grievances in accordance with the Grievance Procedure set out **In** this Agreement.

5.03 No delegate shall leave his work to investigate or process any grievance without the prior consent of the Company. Consent shall not be unreasonably withheld. It is understood that the delegate will not absent himself from his regular duties unreasonably.

5.04 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer except as hereinafter provided for in this Agreement.

ARTICLE 6

HIRING

6.01 The Union and the Employer recognize and acknowledge that the local economy of Pelee Island is dependent upon local residents being employed under this Agreement.

6.02 The Company agrees that all new employees in the bargaining unit to be hired shall be hired according to the following priority:

(a) First, by seniority from a list of persons who are both members of the Union and local residents. This list will be supplied to the Company by the Union within two (2) weeks of the signing of this Agreement, and thereafter, as is necessary;

(b) Failing the hire of persons through (a) above, the Employer may hire persons who are local residents;

(c) Failing the hiring of persons through (b) above, then the Employer agrees to hire persons through the closest Union hiring hall by requesting such persons from the Union; and

(d) Failing the supply of persons through (c) above, then the Employer shall be free to hire persons from any other available source.

6.03 For the purposes of Article 6.02 above, both the Union and the Employer shall have only five (5) calendar days under each of the above steps. The five (5) calendar day period in ~~Article 6.02(a)~~ shall commence with notification to the Union hiring hall by the Employer that an additional employee is required. The five (5) day time periods under Article 6.02(b) - (c) shall be calculated accordingly.

6.04 For the purposes of Article 6 "local resident" means a person who has resided for the three (3) consecutive months, immediately prior to the commencement of the five (5) day period under Article 6.02(a) in the Township of Pelee, the Town of Leamington, or the Town of Kingsville.

6.05 The Union agrees that its hiring facility shall be available as follows:

(a) The Union hiring hall shall be opened Monday through Friday from 09:00 hours to 17:00 hours.

(b) Dispatching of personnel shall be conducted at all ports in accordance with the above stated hours Monday through Friday.

(c) Outside the hours of 09:00 hours to 17:00 hours, the Union hiring hall shall have the answering service for incoming calls.

(d) Telephone numbers of Union officials shall be furnished to the Company in case of emergency calls for employment.

(e) The Union hiring facility shall be closed on all statutory holidays specified in Article 19.01 hereof and on all other applicable federal or provincial statutory holidays. Where such statutory holidays fall on a Saturday or on a Sunday, the Union hiring hall shall be closed on the following Monday or on the next juridical day should the following Monday be a statutory holiday.

6.06 Members who are refused for employment must be immediately furnished in writing with the reason for such refusal. If the member is not accepted by the Employer, as a result, or because of an error committed by the Employer in placing a call for a replacement, the said member shall be reimbursed for reasonable transportation costs to and from the vessel, living expenses supported by receipts and shall receive eight (8) hours' pay at the straight time hourly rate specified in this Collective Agreement.

6.07 If the Employer's vessel is delayed in transit and the employee must stay overnight waiting for it, the Employer shall pay reasonable living expenses supported by receipts until the arrival of the Employer's vessel or until the call is cancelled.

ARTICLE 7

NO DISCRIMINATION

7.01 There shall be no discrimination by the Employer, or the Union, or its members against any employee because of race, creed, colour, sex, national origin, religion, age, as these terms are defined by the Canadian Human Rights Code, or on grounds of mother tongue when an employee's mother tongue is either of the two official languages of Canada.

7.02 The Union shall not discriminate, in any way, against persons hired pursuant to Article 6.02(b) and (d).

7.03 The Employer shall not discriminate, in any way, against persons hired pursuant to Article 6.02(a) and (c).

ARTICLE 8

GRIEVANCE PROCEDURE

8.01 The purpose of this Article is to establish a procedure for the settlement of grievances.

8.02. An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement may discuss his complaint with the Captain of the Vessel. Such a complaint shall be brought to the attention of the Captain within five (5) working days of the incident giving rise to the complaint. The Captain shall provide a verbal decision within five (5) working days of receiving the complaint.

STEP 1: Should the employee be dissatisfied with the Captain's disposition of the complaint, he may, with the assistance of his delegate, refer such matter on a written grievance form supplied by the Union to the Manager who shall answer the grievance in writing to the Union by registered mail and the grievor with brief reasons for the decision within fifteen (15) working days. The complaint shall constitute a formal grievance at Step 1 and shall be filed within fifteen (15) working days of receipt of the reply of the Manager to the complaint. The grievance should specify the provisions of the Agreement of which a violation is alleged and indicate the relief sought and shall contain a brief statement of the facts relied upon and be signed by the employee.

STEP 2: If no settlement is reached at Step 1, the Union representative, the delegate and representatives of management shall meet within fifteen (15) working days of date of registration of the reply of the Manager, or a time mutually agreed upon, to discuss the grievance. If the grievance is not settled within fifteen (15) working days, it may be referred to arbitration as hereinafter provided.

8.03 The Union or the Employer may initiate a grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within fifteen (15) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 10 by either the Union in the case of a Union grievance, or the Employer in the case of an Employer grievance. The Union may not institute a grievance directly affecting an employee which such employee could himself

,Institute and the regular Grievance Procedure shall not thereby be bypassed. The union may institute group or policy grievances and without limiting the generality of the foregoing, these grievances may include claims for monetary compensation.

8.04 No grievances may be submitted concerning the termination of employment, lay-off or disciplining of a probationary employee. An employee will have no seniority rights during the probationary period and if his employment is terminated at any time during such probationary period such termination shall not be subject to the Grievance Procedure.

ARTICLE 9

DISCHARGE AND SUSPENSION CASES

9.01 In all cases where an employee who has acquired seniority with the Employer is discharged or suspended, the Employer shall notify the Union. The Union, or the employee who has acquired seniority with the Employer who believes he has been unjustly discharged or suspended may, within five (5) working days of notice of discharge or suspension, file a grievance at Step 2 with the Transportation Manager and the grievance shall be dealt with in accordance with Step 2 and the balance of the Grievance Procedure.

9.02 The Employer agrees that where meetings are held with employees who have acquired seniority with the Employer, which implement discharge or suspension, the employee has the right to have the delegate present if he so desires. An employee who has acquired seniority with the Employer, who is discharged or suspended shall also be given a reasonable opportunity to an interview with his delegate before leaving the Employer's premises, unless it is necessary, because of the circumstances giving rise to his discharge including, but not limited to, circumstances such as safety, drunkenness, fighting, theft or any other similar serious matter, to require the immediate expulsion of the employee from the Employer's premises.

9.03 All warnings shall be given in writing. Any warning or disciplinary action shall be removed from an employee's record after the expiry of two (2) years from the date of issue if no disciplinary action or warnings have been issued within the two (2) year period.

9.04 Where a suspension or discharge grievance is not settled and becomes the subject matter of an arbitration, the arbitrator may substitute such other penalty for the discharge or suspension as to the arbitrator seems just and reasonable in all the circumstances.

ARTICLE 10

ARBITRATION

10.01 When a grievance has not been settled through the grievance procedure, either party may notify the other in writing of its desire to submit it to arbitration. The notice shall be delivered to the other party within thirty (30) working days of the reply under Step 2. Matters involving any requests for a modification of this Agreement which are not covered by this Agreement shall not be subject to arbitration.

10.02 The sole arbitrator shall be jointly selected by the Union and the Company. This selection shall be made within ten (10) days after the request for arbitration has been made by either party to this Agreement. In the event that the parties fail within the said ten (10) day period to agree upon the selection of an arbitrator, the matter may be referred by either party to the Minister of Labour of Canada, who shall select and designate the arbitrator.

10.03 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.

10.04 A statement of the dispute or question to be arbitrated

shall be submitted by both parties, either jointly or separately, to the arbitrator within 15 days of his appointment. The arbitrator shall convene at the earliest convenience.

10.05 The decision of the arbitrator shall be limited to the dispute or question contained in the statement or statements submitted to it by the parties. The decision of the arbitrator 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.

10.06 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 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.

ARTICLE 11

SENIORITY

11.01 The Union and the Company both recognize and acknowledge that the employees are entitled to an equitable measure of security and advancement based on length of service.

11.02 Newly hired employees pursuant to Article 6.02(b) and (d) shall serve a probationary period of sixty (60) days worked and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have his seniority dated back to his most recent date of hire. During the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at

the **sole** discretion of the **Employer**.

11.02 Seniority is the principle of granting preference to **employees** within the bargaining unit for purposes of promotions, demotions, lay-offs, recalls, assignments to shifts, selections and transfers. Seniority shall mean an employee's length of continuous **service** with the **Employer**. An **employee** shall maintain and accumulate seniority under the following conditions:

(a) while he **is** actively at work for the **Employer** after he has completed his probationary period as set out in Article 11.02 above if applicable;

(b) during any period when he is prevented from performing his work for the Employer by reason of injury arising out of and in the course of his employment for the Employer and for which he **is** receiving compensation under the provisions of the Workers Compensation Act, subject to Article 11.06;

(c) during the first ninety (90) days of any absence due to illness, lay-off or written leave of absence. Such lay-off period shall not include the winter lay up.

11.04 The Employer will consider the requirements and **efficiency** of operations and the skill, ability and physical fitness of the individual employee to perform the normal required work in determining which employee is to be assigned, promoted, demoted, or transferred and where these are relatively equal, seniority shall govern. For lay-off and recall seniority within the bargaining unit shall govern provided the employee has the ability to perform the work.

11.05 Seniority lists will be supplied to the Union and posted on the bulletin board within two (2) weeks of the signing of this Agreement and at the start of each navigation season during this Agreement.

11.06 Seniority once established for an employee shall be

forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

(a) if he voluntarily quits;

(b) if he is discharged for any cause and not reinstated through the Grievance Procedure;

(c) if he fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement:

(d) if twelve (12) months or a period of time equivalent to the employee's seniority, prior to lay-off, whichever is less, have elapsed from the day of lay-off. (It is agreed that the time spent on lay-off by an employee as a result of the winter lay-up shall not be included for the purposes of 11.06(d);

(e) if he is absent from work for more than three (3) consecutive scheduled working days without notifying the Employer: and

(f) If he is absent from work for more than twelve (12) months due to accident or illness or a period equivalent to the employee's seniority prior to absence, whichever is less.

11.07 When recalling an employee after lay-off, he shall be personally notified by telephone or notified by registered mail or telegram and allowed five (5) working days from the date he is personally notified by telephone or notified by registered mail or telegram to report for work and, in the meantime, if an employee who is recalled for work and is not immediately available for work, other employees in seniority standing may be recalled, but will be temporarily employed until the senior employee reports within the five (5) working day period as outlined. An employee to whom a registered letter or telegram is sent in accordance with this Article must contact the Employer within forty-eight (48) hours of the notice of return to work if he wishes the Employer to hold the job open for him for the full five (5) working day period. It shall be the employee's

responsibility to ~~keep~~ the Employer notified ~~as~~ to any ~~change~~ of his ~~address~~ or telephone number ~~so~~ that they ~~will~~ be up to date at all ~~times~~.

11.08 Employees promoted to ~~supervisory~~ positions or positions not covered by this Agreement will retain their seniority after promotion and If transferred back ~~Into~~ the bargaining unit the time served in such position shall be included in their seniority standing, up to a maximum of twelve (12) months, unless otherwise mutually agreed.

11.09 At the lay up of the vessel for the season, the Employer shall provide each satisfactory employee with a letter of intent.

ARTICLE 12

NO STRIKES OR LOCK-OUTS

12.01 in view of the orderly procedure established by this Agreement for the ~~settling~~ of disputes and the ~~handling~~ of grievances, ~~there~~ will be no strikes, lock-outs, walkouts, secondary boycotts, picketing, slowdowns or ~~stoppages~~ of, or interference with work ~~or~~ production, ~~either complete or partial~~, during the life of this Agreement.

12.02 It is ~~agreed~~ for the ~~purposes~~ of this Agreement that the refusal of ~~an~~ employee to pass through a lawful picket line established because of a dispute between the Company ~~and~~ the Union connected with the ~~Pelee~~ Island Ferry ~~operation~~ shall not be construed ~~as~~ a violation of this Agreement and shall not be a reason ~~for~~ dismissal.

ARTICLE 13

BULLETIN BOARD

13.01 The Union shall have ~~the~~ use of a bulletin board on the Employer's premises ~~for~~ the purpose of posting notices ~~relating~~ to the Union's business.

ARTICLE 14

LEAVE OF ABSENCE

14.01 The Employer may grant a leave of absence of up to ninety (90) days without pay to employees for legitimate personal reasons. The employee must renew such a leave of absence at the end of each ninety (90) day period. Leave of absence shall not be granted to an employee for the purpose of working elsewhere.

14.02 Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.

ARTICLE 15

HEALTH AND SAFETY

15.01 The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in the Employer's operations in order to prevent industrial injury and illness.

15.02 There shall be established one Joint Health and Safety Committee for both the unlicensed and licensed bargaining units composed of a maximum of two (2) members elected by the employees and two (2) members designated by the Employer. The Committee shall meet at least once every three (3) months. A Union Officer may be in attendance at this meeting.

ARTICLE 16

TRAINING AND EDUCATION

16.01 School Plan

(a) An employee who has celebrated his/her first anniversary with the Company and who **succeeds** in obtaining or upgrading **certification** shall be entitled to receive from the Company, after **60** of service, renumeration according to the following schedule:

Navigation:

Watchkeeping Mate w/Command Endorsement	\$1,500.
CNII	2,500.
CNII to CNI	2,500.
• Bridge/Engine Watch	200.

Engine:

3rd Class Engineer	\$2,000.
2nd Class Engineer Part A or B	2,000. ea.
1st Class Engineer Part A or B	2,000. ea.

(b) If an employee is **required** by the Company to attend any course and **he/she accepts**, the Company shall pay all costs **related** to the training course, **including** two-way **transportation**. Also during the period that the **said** employee is on the course, **he/she** shall not suffer any **loss** in basic hourly pay or benefits **as** provided **by** this agreement.

• **Note:** At the **start of the 1993 sailing season**, an employee in possession of the **Bridge/Engine Watch certificate** will receive **\$300.** at the completion of the first pay period.

ARTICLE 17

UNION OFFICERS BOARDING VESSELS

17.01 The Union **representatives** will not enter upon the premises of the Employer without obtaining the prior consent of the Employer except **as hereinafter** provided.

17.02. The Employer agrees to issue boarding passes to We Union's representatives for the purpose of consulting with its members. No more than two (2) Union representatives shall be allowed on board the Employer's vessels at one time. The representatives of the Union shall be allowed on board vessels at principal loading and unloading ports as well as during transit between ports. Such representatives shall not interfere in any way with the operations of the vessel. The Employer shall provide, free of charge, transportation to Union representatives and their vehicles upon the Employer's vessels. Union representatives and their vehicles shall not be allowed to "bump" paying passengers and their vehicles off the Employer's vessels. Reservations for Union representatives will not be recognized under this clause.

17.03 The Union shall submit to the Employer the names and relevant particulars of the bona fide Union members authorized by the Union to act as its representatives, provided that the Employer upon receiving from the representatives a waiver, in a form satisfactory to the Employer, of any claim for any damage resulting from an accident or an injury on or about the Employer's property, shall thereupon issue a pass valid for the duration of this Agreement to each such representative enabling them to board the Employer's ship in port for the purpose herein provided. In the event that such privilege is withdrawn from a designated Union representative, the Union will undertake to notify the Employer to revoke such pass.

17.04 The Union representative shall not violate any provision of this Agreement or interfere with the Officers aboard the ship, or retard the work of the vessels, subject to penalty or revocation of the pass granted herein. Any such revocation shall be subject to the Grievance Procedure.

17.05 The Employer assumes no responsibility for securing passes to or through Company property owned or controlled by others, but the Employer agrees to co-operate with the Union in endeavouring to secure such passes.

ARTICLE 18

VACATIONS

18.01 Vacation entitlement will be determined **at the** beginning of each sailing season and based on total cumulative compensated service.

18.02 For the calculation of vacation entitlement, an employee will be credited with one (1) month of service for each month in which the employee has been compensated for a minimum of ten (10) days.

18.03 Employees who return to seasonal employment, without a break in service, will have their respective vacation entitlement calculated on the basis of cumulative compensated months of service.

18.04 Vacation entitlement will be paid as a percentage of the gross wages earned during the current navigation season in accordance with the following schedule:

Less than 10 months	4%
10 months but less than 60 months	5%
60 months but less than 100 months	6%
100 months or more	7%

Note: At the beginning of the 1996 sailing season, the vacation entitlement list will be posted for verification of service.

18.05 The employer shall pay all accumulated vacation pay to an employee at each time any payment for wages is made.

ARTICLE 19

PAID HOLIDAYS

19.01 The following shall be recognized as holidays to be paid

for on the basis of the employee's **straight time** hourly rate multiplied by the number of hours the employee would normally have **worked** on such day.

New Year's Day
Good Friday
Easter **Monday**
Victoria Day
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Remembrance Day
Christmas **Day**
Boxing Day

or days celebrated in lieu **thereof**, regardless of the day on which it falls.

19.02 An employee will be paid for a holiday provided he:

(a) works his **last** scheduled **shift** which **immediately precedes and his** first full scheduled shift which immediately follows such holiday unless he is excused by the Transportation Manager; **and**

(b) is on the **active** payroll of the Employer **and** not on leave of **absence, sick leave, Workers' Compensation, or lay-off**, or on lay-off as a result of the **lay up** of the **Employer's** vessels at the end of the navigation **season**.

19.03 If an employee works on any of the **said** holidays, he shall be paid for all hours worked on the holiday at two and one-half (2 1/2) times his **straight time** hourly rate of pay.

ARTICLE 20

HOURS OF WORK

20.01 The **work schedule** during the **season** will be a **seven (7)** days on followed by seven (7) days off schedule. The exception to this will be during the period **where** special **runs** are scheduled, namely May, June **and** September. During such periods, crew will be **scheduled** accordingly. The Company

reserves the right to alter schedules as well as starting and quitting times. In such **cases** the Company will provide as much **advance** notice to the Union as possible and will meet with the Union to discuss the alterations. The proposed work schedule will be posted on each ship at the beginning of the **season**.

20.02 The regular work day shall include a one-half (1/2) hour unpaid lunch period.

ARTICLE 21

OVERTIME

21.01 Time and one half the employees' straight time hourly rate shall be paid for **all** hours worked in excess of 80 hours in a two week period. For **overtime** purposes the two (2) week period shall correspond to the Company's **pay periods**. There shall be no duplication or pyramiding of **overtime** and any other premiums.

21.02 It is agreed that overtime is compulsory and that the Employer has the right to assign **overtime**, but the Employer agrees that it will give employees as much notice as is reasonably possible.

21.03 For ship personnel **all overtime** must be authorized by the Captain. Overtime for all other personnel requires the authorization of the Manager.

21.04 All time worked on a **paid holiday** under Article 19 shall not be used in calculating overtime entitlement.

ARTICLE 22

FRINGE BENEFITS

22.01 It is agreed that the **contributions** payable to the **union** in connection with the Seafarers' Medical plan, Pension Plan

and Hiring Hall Fund will be covered in a separate Letter of Understanding between the parties.

This Letter of Understanding to include:

Medical Plan:

Jan. 1, 1996 \$4.97 per position, per day

Hiring Hall:

Positions of Unlicensed Personnel:

Jan. 1, 1996 \$ 1.00 per position, per day

Pension Plan:

Effective Jan. 1, 1996 the monthly contributions to the Seafarers' Pension Plan shall be based on eight percent (8%) of the basic hourly wage rate of eight (8) hours per day worked to a maximum of two hundred and forty (240) hours per month.

ARTICLE 23

BEREAVEMENT LEAVE

23.01 The Employer shall pay to an employee up to three (3) days' pay at the employee's straight time hourly rate for all regular time lost in the event of the death of the employee's wife, husband, father, mother, child, sister, brother, mother-in-law, father-in-law, or grandparents. Payment shall be made only to the extent of the time lost on any of the employee's normal working days that occur during the three (3) days immediately following the day of the death. In order to qualify the employee must have been continuously employed with the Employer for three (3) consecutive months. Requests shall be made in writing to the Transportation Manager.

23.02 Employees shall not be paid pursuant to this Article for any period during which they would not have worked.

23.03 Employees who have not been continuously employed with the Employer for three (3) consecutive months shall be entitled to three (3) days leave without pay in accordance with Article 23.01.

ARTICLE 24

REPORTING PAY

24.01 Employees who report for work at the regular starting time and for whom no work is available shall receive not less than the regularly scheduled hours of work for that day at the regular hourly rate.

24.02 The employee shall be available for work for the remainder of his regularly scheduled shift and the Employer shall not be liable for additional payment if the employee is called back in during the course of his regularly scheduled shift.

24.03 The provisions of this Article shall not apply in the event of strikes, or where damage or repairs to docking facilities, or the Employer's vessels prevent the Employer from providing work, or where the Employer is unable to advise the employee, or leave a message not to report for work because the employee has not provided his current address and telephone number to the Employer. This clause shall not apply in situations where the Employer's vessel(s) is(are) unable to operate due to weather conditions.

ARTICLE 25

CALL IN PAY

25.01 If an employee is called in to work after having left the Employer's premises after completion of his regular scheduled shift, he shall receive a minimum of three (3) hours' pay at the

applicable rate. This provision shall not be applicable to overtime worked in conjunction with an employee's regularly scheduled shift and there shall be no duplication of this premium and any other premium provided for in this Agreement.

ARTICLE 26

JURY D U N

26.01 An employee who is selected for service as a juror, or is required by subpoena to appear in court as a Crown witness, will be compensated for loss of pay from his regularly scheduled shift due to such jury service or appearance in court. Such compensation will be based on his regularly scheduled hours at his straight time hourly rate less the fee received for his services as a juror or witness. However, should the employee present himself for selection as a juror and not be selected, or appear as a witness and be released, then he is required to return to his place of employment to complete his remaining normally scheduled work day.

26.02 In order for an employee to qualify for payment under this Article, he must:

(a) inform the manager within seventy-two (72) hours of his selection for service as a juror or witness;

(b) if released from service as a juror or witness and six (6) hours or more remain in the employee's regularly scheduled hours, he must return to work to complete his remaining normally scheduled work day;

(c) provide a written schedule to the Employer indicating the date of his service as a juror or witness, the time so spent and the fee received for his services as a juror or witness;

(d) have completed his probationary period.

ARTICLE 27

CONVENIENCES

27.01 The employer agrees to provide **the** following conveniences to employees during the life of the agreement:

1. Where a uniform is **required** to be worn by personnel, the **Company** will identify the uniform **standards** and the cost of **such** uniforms shall **be** borne by **the Company**.[†] All uniform **items will be** replaced when necessary.

Uniforms are to be worn only in the course of employment.

2. Two **(2) blankets** per bed, two **(2) sheets**, two **(2) pillow cases**, two **(2) bath towels**, two **(2) hand towels** and two **(2) face cloths** per employee per week **as well as** adequate **soap** for the employee's use.

3. An adequate supply of crockery, cutlery and **cooking utensils**.

4. **Reasonable** accommodation and **meals** where **necessary** in laying up of the vessels on the mainland at the end of the **employer's** navigation season or when the vessel **must** lay over due to weather conditions.

5. Employees shall receive, free of charge, **standby placement on the** employer's vessels for themselves **and** their personal vehicles. Employees in their vehicles shall **not** be **entitled** to bump paying **customers** from the employer's vessels.

27.02 Meal Allowance on the Pelee blander

If food is not prodded by the Company, employees **working** on the **Pelee** Islander will **receive** a meal allowance of **eighteen** (\$18.00) per day for each day worked during the **navigation** season.

ARTICLE 28

TRANSPORTATION COSTS

28.01 Effective **January 1, 1996**, the Employer shall pay transportation costs of **thirty cents (\$0.30)** per kilometer under the following circumstances:

(a) When an employee is required to **lay up** the vessel at the **end** of the navigation **season**, he will be **reimbursed** from the vessel to his **place** of residence or the Union Hall in Thorold, Ontario, **whichever** is closer.

(b) When an **employee** is required to **join** the vessel at **fit-out** at the commencement of the navigation season, **he** will be **reimbursed from his home** or the Union Hall in Thorold, Ontario, to the place of winter lay up, **whichever** is closer.

28.02 The Employer will pay for the cost of air fare **between Pelee Island and Windsor and/or Windsor and Pelee Island**, if necessary, at the time of winter **lay up**, or for the commencement of **the** Employer's navigation season.

ARTICLE 29

ROOM AND MEAL ALLOWANCE

29.01 Where, **due** to weather conditions or mechanical **failure** of the Employer's **vessels**, the Employer's vessel is forced to dock **overnight** at a place other than its scheduled destination and the Employer is **unable** to provide room and board on the vessel, the Employer will arrange and pay for accommodation for employees and will reimburse employees for **meals** up to a maximum of six dollars (\$6.00) for breakfast, eight dollars (\$8.00) for lunch, eleven dollars (\$11.00) for **dinner**, per meal where supported by receipts.

29.02 (a) When **employees** are required to work on **Employer vessels during fit-out, lay up** or when the vessel is in **drydock**,

and room and meals are not provided on board the vessel, the Employer shall provide these to all employees who cannot reach the job site from their home within one (1) hour by car, as per 30.01 above.

(b) Employees who can reach the job site within one (1) hour, but not one-half (1/2) hour, shall be provided with the lunch allowance only.

ARTICLE 30

SAFETY AND EQUIPMENT

30.01 Each cabin where employees are required to sleep shall be fitted with a smoke detecting device and such devices shall not be disconnected by employees except for repair purposes.

30.02 The Employer agrees to supply and maintain safety equipment for the use of employees in accordance with Department of Transport regulations and Labour Canada regulations (Part II) including safety goggles, ear muffs or ear plugs and hard hats where required.

30.03 The Employer will reimburse each employee for an amount up to eighty dollars (\$80.00) per year towards the purchase of Employer-approved safety shoes where required, up to a maximum of once per year.

ARTICLE 31

PAYMENT OF WAGES

31.01 All current and future employees will participate in a Direct Deposit payroll system.

ARTICLE 32

WAGE RATES

32.01 Employees shall be classified and paid according to the following Schedule "A".

ARTICLE 33

PENSION PLAN

33.01 To be covered in Letter of Understanding as outlined in Article 22.

ARTICLE 34

TERM OF AGREEMENT

34.01 This Agreement shall commence on the 1st day of January 1996 and end on the 31st day of December 1996, and shall continue for one year unless either party gives notice in writing to the other not less than thirty (30) days, or more than ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

This Agreement signed this 23rd day of January, 1996.

For: The Owen Sound
Transportation Company
Ltd. - Pelee Island Div.:

K. J. Wallace
President

For: Seafarers' International
Union of Canada:

William F. Ross
Vice-President

SCHEDULE "A"

HOURLY SCHEDULE

RATES OF PAY EFFECTIVE JANUARY 1,1996:

	<u>Hourly Rate</u>
Chief Cook	\$17.99
Probationary Rate of Wheelsman, Oiler, Deckhand, Reservation Agent and linesman	. 13.37
Wheelsman	13.58
Oiler	13.58
Deckhand	13.58
Reservation Agent	13.58
Linesman	13.58
Ticket Agent	13.58
Sr. Ticket Agent/Linesman	13.58

DISCIPLINARY CODE

THE OWEN SOUND TRANSPORTATION COMPANY, LTD.
- PELEE ISLAND DIVISION

It is understood that this Disciplinary Code is to be used as a guide only by supervisors on board the ship and members of shore management in the discipline of shipboard personnel.

Discretion, good judgement and consistency should be applied in all instances.

Accordingly, in applying this code, consideration should be given to all the circumstances surrounding the incident or infraction for which discipline is contemplated, as well as the previous record of the seaman involved. Investigations should be as thorough and as objective as possible. The following factors, amongst others, should be considered in the determination of the appropriate disciplinary measure to be imposed:

- a) The seaman's length of service with the company;
- b) The seaman's disciplinary record;
- c) The seaman's performance;
- d) Whether the safety of the ship and/or its crew was endangered by the act;
- e) seriousness of the offence in terms of company policy and company obligations;
- f) the accidental or deliberate nature of the act;
- g) factors outside the seaman's control contributing to the offence.

The following lists of offences are not intended to be exhaustive:

A. OFFENCES WHICH WARRANT IMMEDIATE DISMISSAL:

1. Possession, consumption, or the bringing aboard ship of illegal drugs;
2. Acts of violence;
3. Refusal to obey lawful commands;
4. Refusal to comply with safety standards, rules and regulations contained in the Canada Shipping Act or the company's safety regulations;
5. Theft;
6. Sabotage (including willful destruction of company property);
7. Absence from place of duty, thereby endangering the safety of the ship and/or other members of the crew;
8. Gross incompetence and/or gross negligence, thereby endangering the safety of the ship and/or other members of the crew and/or damage to company property;
9. Smuggling;
10. Desertion.

B. OFFENCES WHICH WARRANT SUSPENSION:

- *1. Possession and/or consumption or bringing aboard alcohol or boarding the ship from shore in a visibly impaired state;
2. Threats of violence;

3. Sleeping on duty;
 4. Absence without leave;
 5. insubordination;
 6. Dishonest conduct;
 7. Fighting.
- A seaman will be deemed to be in a visibly impaired state when so judged by the Captain or Chief Engineer. However, before imposing the suspension a union representative or ship's delegate will be given the opportunity to assess the seaman's condition.

The offences in this Category B if repeated, shall result in immediate dismissal. Any suspended seaman will not be allowed to register at his dispatch hall without forfeiting his job with the company. Suspensions will exclude time off for vacation. Anyone suspended will be responsible for his own transportation costs, both ways.

C. OFFENCES WHICH REQUIRE WRITTEN WARNINGS

1. **Abusive language;**
2. incompetence;
3. Absence from place of duty;
4. Lateness;
5. **Negligence;**
6. **Non-compliance with safety standards, rules and regulations contained in the Canada Shipping Act or the company's Safety Regulations;**

7. ∴ **Lack of co-operation** with officers or other crew members;

8. ☹ **Harassment;**

9. Missing ship.

The offences in this Category C if **repeated, may** result in **dismissal**.

Depending on the seriousness and frequency of the offences committed by the seaman and the considerations set forth in (a) to (g), the possibility of his **dismissal** in the event of **continued** discipline should be **mentioned** in the **final** warning. Warnings should also be **explicit** in outlining the offence, whether **previous** verbal or written warnings **had** been given and the improvement which is expected.

Typically, **three (3)** written warnings should be given prior to dismissal for offences under **Category C**. However, once again, this will depend on the particular offence or offences of the seaman involved, his record and the circumstances tending to mitigate or aggravate the gravity of the offence.

Warning **notices** should be removed from a **seaman's** file 24 months after their **issuance** provided that no other written warning was issued within **that** period. Failing **that**, notices will **only** be removed following a 24 month period during which the seaman received no written warning.

Any disciplinary measure **in** a **seaman's** file at the **time** the present disciplinary code comes into force shall remain in **effect** and **shall be subject** to the **preceding paragraph**.

A seaman called by the **Captain or** Chief Engineer for the imposition of a disciplinary measure shall have the right to be accompanied by a union representative, or ship's delegate.

Notice of discipline should be in writing and remitted to the

~~seaman~~ within ten (10) working days of the alleged offence. Failure to do so will nullify the disciplinary notice which may not thereafter be invoked in a subsequent disciplinary action of any arbitration under the collective agreement. Copies of all such notices shall be forwarded to the union concerned.

Suspensions will normally take effect within ten (10) working days following the advice to ~~the seaman~~ of the impending discipline.

Understanding that this is a new endeavour the parties agree to monitor the results and meet regularly to discuss same, amend, add to or change. Nothing in this document prevents the parties from exercising their rights under the grievance procedure.

January 26, 1993

8320 (HHR)

Mr. William Ross,
Vice President,
Seafarers' International Union,
70 St. David Street E.,
Thorold, Ont L2V 3Y7

Dear Bill:

RE: Letter of Understanding - Article 18 Vacation

During our negotiations concerning the agreements for Licensed and Unlicensed Personnel within our Pelee Island Division, Article 18, Vacation, was revised.

This letter is to outline our commitment that in implementing this Article regular employees would not see a reduction in vacation pay entitlement. As we discussed at the beginning of the 1993 sailing season, a listing of vacation eligibility, based on our service records, will be posted. Should an employee be identified as eligible for less vacation than received in 1992, then this employee will be red circled, for vacation purposes, until the provisions of the revised Article 18 are met.

Please indicate your concurrence below.

Regards,

Jerry D. Knox,
Director Human Resources.

I Concur: William Ross
Vice President, SIU

c.c. Leath Davis

March 27, 1995

Mr. Bill Ross,
Vice President,
S.I.U.,
70 St. David St. E,
Thorold, Ont L2V 3Y7

Dear Bill:

RE: Letter re: Seniority

Further to our telephone discussions regarding the treatment of Article 11: Seniority, in the Pelee Transportation collective agreement for unlicensed personnel, I would like to summarize our mutual interpretation.

Since Owen Sound Transportation began operating Pelee island Transportation in 1992, the practice of the company has been to maintain lists for:

Company seniority
Ship specific seniority
Ship/Department specific seniority

Separate seniority lists are maintained for permanent and summer employees for both ship and shore staff.

It has not been a recognized practice to allow "bumping" by virtue of company seniority (read "length of total service") between ships, between departments on a ship or between the shore and the ships.

When a temporary relief has been required, it has been the practice to fill the vacancy from the summer crew with the most senior qualified summer employee in that department, on that ship.

Permanent vacancies have been filled by moving the next most

... **senior** qualified **employee** in that **department**, **on** that ship, **into** the vacancy; remaining employees in the **department** are then moved ahead accordingly. If a person from another ship wishes to transfer to the ship where there is a vacancy, he/she is considered on the following basis:

- a) The employee **must** have stated their **desire** to be transferred, in writing, to the office. The letter must contain the name of the ship and the department the employee wishes to transfer to.
- b) The **employee** must have the ability to perform **the** work required.
- c) The employee **fills** the position which is available **and** goes to the bottom of the seniority list for that department and is promoted accordingly. On transfer, the employee has no right to exercise seniority back to his/her original ship or department.
- d) If there is no **permanent** employee with a letter on **file**, the position will be **filled** by **the most** senior of **the** qualified summer employees for that ship **or** department.
- e) Permanent employees **from** either vessel will be considered for permanent vacancies over summer help provided all of **the** above criteria are met.

The "bumping" of summer **staff** by permanent **staff** who wish to change ships **or** departments, for **the summer** only, is not permitted. All transfers, **with** the exception of temporary reliefs, are considered permanent. Permanent employees **who** choose to work only summer **will not** be allowed to **exercise** seniority back into their previous department. The employee is **removed** from the seniority list of the department they **left** for the summer position.

In **the** case of a **summer** employee who wishes to change ships, **he/she** may **do** so but forfeits any seniority rights to their

old ship. The employee's seniority will be at **the bottom** of the summer list for that **department** and future promotions will be based on their new **departmental/ship** seniority.

The above practice has been in effect for the **92, 93 and 94** operating seasons and has been considered to be fair and equitable to the employees. The company recognizes employees' desire to change positions and does **not** wish to deter an employee's skill development. However, the **company** strongly believes in assuring permanent employees have some protection from being overlooked for a permanent position vacancy in deference to summer help. This practice does not preclude summer employees from being offered permanent positions, but only in accordance with the practice set out above.

I trust this covers the **issues we have discussed** and those which may arise during the remainder of this contract. I would appreciate your signature as concurrence on the above understanding and with your **permission**, will make this letter available to the employees by posting it with their current seniority list. Please forward a signed copy to my attention for that purpose. Thank you.

Yours truly,

Susan Schrempf
Marine Supervisor.

I Concur: William Ross
Vice-President, S.I.U.

c.c. Jerry Knox,
Director Human Resources,
Ontario Northland.

**MEMORANDUM OF UNDERSTANDING BETWEEN OWEN
SOUND TRANSPORTATION COMPANY, LTD. AND
SEAFARERS' INTERNATIONAL UNION OF CANADA**

As contemplated in Article 22 of the Agreement governing unlicensed employees, payments will be made by the Company for fringe benefits as follows:

<u>Seafarers' Medical Plan</u>	<u>Per Job. Per Payroll Day</u>
Effective Jan. 1, 1993	\$4.74
June 1, 1993	*
June 1, 1994	*
June 1, 1995	*

An employee who is still working on **October 1** and remains with the Company until laid off will have contributions made on his/her behalf for the full month of October.

Where a member becomes ill or is injured while at work with the Company and 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 such compensable disability or illness up to a period of twenty-four months for the same compensable disability or illness.

<u>Hiring Hall Fund</u>	<u>Per Job. Per Payroll Day</u>
Effective Jan. 1, 1993	\$.50
June 1, 1993	.60
June 1, 1994	.75
June 1, 1995	1.00

* Where the Medical Plan is concerned, the amounts payable effective June 1, 1993, shall be the same amounts agreed to in the C.L.C.A. Agreement.

Pendon Plan

Effective July 1, 1993, the monthly contributions to the Seafarers' Pension Plan shall be based on eight percent (8%) of the basic hourly wage rate of eight (8) hours per day worked to a maximum of two hundred and forty (240) hours per month.

The parties agree *that* the above fully satisfies the requirements of the Fringe Benefits Article in the Collective Agreement.

Signed this 18th day of April 1993.

For: Owen Sound
Transportation Company,
Ltd. - Pelee Island Div.:

For: Seafarers'
International Union
of Canada:

P. A. Dymont

Doug McLaren

MEMORANDUM OF UNDERSTANDING

between

**CORPORATION OF THE TOWNSHIP OF PELEE
(hereinafter referred to as "the Employer")**

and

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

The Union shall endeavour to have spaces made available for all Company employees at the Marine Emergency Training Centre in Port Colbourne, Ontario during the winter of 1991-92, for the purposes of obtaining M.E.D., Bridgeward and/or Engine Room Rating Assistant Certificates.

Should this not be possible, the Union will give its best efforts to find accommodation elsewhere.

Dated at _____ this _____ day of _____ 1991.

Bill Krester
Corporation of the
Township of Pelee

Doug McLaren
Seafarers' International
Union of Canada

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