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MEMORANDUM OF AGREEMENT

BETWEEN

THUNDER BAY TUG SERVICES LIMITED
 (hereinafter referred to as "the Company")

AND

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



November 1st, 1995 - October 31st, 1998

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PREAMBLE

The general purpose of this Agreement is to secure for the Company, the Union and the Employees, the full benefits of orderly and legal collective bargaining and to ensure to the utmost extent possible the safety and physical welfare of the Employees, economy of operation, standard of service and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the Employees to co-operate fully, individually and collectively, for the advancement of said conditions.

ARTICLE 1. RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive representative for the purpose of Collective bargaining for the personnel employed on the Company's vessels, which personnel are hereinafter referred to as "Employees".

ARTICLE 2. CLAUSE PARAMOUNT

2.01 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.

2.02 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.

ARTICLE 3. UNION SECURITY AND CHECK-OFF

3.01 All Employees presently employed, or when hired, shall be required after thirty (30) days of employment, as a condition of employment, either to join the Union and continue as members thereof during their employment, or in the alternative, to tender to the Union one month's dues and initiation fees and to pay subsequent monthly dues and assessment as required of Union members. Such monthly dues, assessments and initiation fees in the amount as established by the Union shall be deducted by the Company and remitted to the Union for all employees covered by this Agreement by the fifteenth (15th) of the month following the month for which they are deducted.

E 4. SUPPLY OF SOI

4.01 The Company agrees that Unlicensed Personnel to be hired shall be requested through the dispatch offices of the Union. Where forty-eight (48) hours notice of personnel requirements is given by the Company, the Union will make every reasonable effort

to refer applicants to the Company in advance of the day they are required to commence work.

4.02 In cases where the Company rejects individuals that it does not consider satisfactory, it shall notify the Union immediately of the rejection and the individual shall be provided with written reason for such rejection, and the Union shall furnish replacements with sufficient promptness to avoid delay in sailing at the appointed time, Rejection shall not be arbitrary or without valid reason.

4.03 Should the Union be unable to furnish Employees that are capable, competent and satisfactory to the Company with sufficient promptness to avoid delay in sailing at the appointed time, the Company may secure replacements from other sources on a temporary basis subject to Article 3.01, and the Company shall make every reasonable effort *to so* notify the Union within twenty-four (24) hours. The Union reserves the right to replace "replacements" once the temporary requirement has been met.

4.04 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.

ARTICLE 5. NOTIFICATION OF SUSPENSION OR DISMISSAL

5.01 Whenever practicable, the Company will notify the Union of suspensions or dismissals within twenty-four (24) hours of their occurrence.

ARTICLE 6 GRIEVANCE PROCEDURE

6.01 **Any** Employee or the Union with a complaint or grievance shall discuss the complaint or grievance with the Company Manager. If a settlement satisfactory to the Employee is not reached, then the following grievance procedure will be carried out:

- a) A written statement of the grievance shall be presented to the Company Manager by the Employee concerned, accompanied if he **so** desires by a fellow employee who is a Union Committee member or it may be presented by the Union.
- b) If the Company Manager fails to adjust the grievance in a satisfactory manner, it shall be dealt with between the representatives of the Company and the Union.

- c) Grievances must be filed within ten (10) days of the incident that gives rise to the grievance and shall be dealt with in an expeditious manner.
- d) If the grievance is not satisfactorily concluded under procedures (a) and (b) above, then it shall be dealt with by arbitration in accordance with the following procedure:
 - i) The party desiring to arbitrate under this procedure shall notify the other party in writing of his intention and the particulars of the matter in dispute.
 - ii) The party receiving such notice shall, within five (5) days thereafter, confirm such notification in writing.
 - iii) The parties shall then convene and shall, within five (5) days, choose a single Arbitrator to arbitrate the dispute and shall abide by the decision of such Arbitrator. The Arbitrator shall be chosen by mutual agreement of the parties. Failing mutual agreement, the Minister of Labour will be asked to select the Arbitrator.
 - iv) The Arbitrator shall not have any power to alter any of the terms of this Agreement nor to substitute new provisions for existing provisions nor to **give** any decision inconsistent with the terms of this Agreement.
 - v) The expenses of the Arbitrator shall be borne equally by the parties.

ARTICLE 7. BOARDING PASSES

7.01 Union representatives shall be given access to Company property and aboard Company vessels by checking with the Company office. It is agreed that these visits will not interfere with the sailing or maintenance of the vessel.

7.02 **At** times when the Company office is not open, permission shall be obtained from the Captain of the vessel.

7.03 It is agreed that the Company assumes no liability for injury to any Union representative while he is on Company property.

ARTICLE 8. STOPPAGE OF WORK

8.01 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.

8.02 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 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.

8.03 For the purpose of this Agreement, 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.

ARTICLE 9. SENIORITY AND PROMOTIONS

9.01 **An** Employee shall acquire seniority as of his date of employment with the Company provided he has completed three (3) months continuous employment.

9.02 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.

9.03 A copy of the Seniority list shall be forwarded to the Union, and shall also be posted on each vessel for all to see, annually, no more than fifteen (15) days after it is compiled.

9.04 It is agreed that in layoffs and rehires, preference will be given to Employees with the greatest length of service with the Company and that for placements within the bargaining unit, where skill and efficiency are relatively equal, preference will be given to the Employee with the greatest length of service with the Company.

9.05 **An** Employee who has been laid off will retain his seniority and the right to be recalled for a period of twelve (12) months, provided he reports to the Company when recalled. **An** Employee who is given reasonable notice and fails to report for work upon recall is subject to discharge from service.

ARTICLE 10. STATUTORY HOLIDAYS

10.01 All Employees will be given the following paid Statutory Holidays and any other Federally or Provincially (Ontario) proclaimed Statutory Holiday.

- | | |
|---------------------|--------------------|
| 1. New Year's Day | 2. Good Friday |
| 3. Victoria Day | 4. Canada Day |
| 5. Civic Holiday | 6. Labour Day |
| 7. Thanksgiving Day | 8. Remembrance Day |
| 9. Christmas Day | 10. Boxing Day |

10.02 Should an Employee be required to work on a Statutory Holiday, he shall be paid, in addition to his regular rate of pay for that day, at the overtime rate for each hour so worked.

ARTICLE 11. ANNUAL VACATIONS

11.01 **An** Employee shall receive vacation pay **as** per Article 11.04 equal to four percent (4%) of his gross wages earned during the then current month with the Employer.

11.02 **An** Employee having completed more than six (6) full consecutive seasons of service with the same Employer shall receive vacation pay as per Article 11.04 equal to six percent (6%) of his gross wages earned during the then current month with **the** said Employer.

11.03 The 'right of an Employee to receive vacation pay pursuant to Articles 11.01 and 11.02 above shall not be affected in any way where such Employee is absent from his employment for reasons satisfactory to the Company.

11.04 The Company shall **pay** all accumulated vacation pay to an Employee at the end of each month.

ARTICLE 12. GENERAL AND EMERGENCY DUTIES

12.01 In addition to the duties specifically imposed by this document, all Employees shall perform competently the ordinary duties pertaining to their positions on the vessel.

ARTICLE 13. CLEANLINESS OF QUARTERS

13.01 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.

ARTICLE 14. OTHER CONVENIENCES

14.01 The following items shall be supplied to each Employee:

- a) A suitable number of clean blankets for each employee;
- b) Sheets **and** pillow cases which shall be changed weekly;
- c) Roller and bath towels;
- d) An adequate supply of crockery or plastic dishes;
- e) A T.V. if power is available.

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

ARTICLE 15. MEALS AND COFFEE TIME

15.01 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 5:00 p.m. to 6:00 p.m.

15.02 As near as practicable, fifteen (15) minutes must be allowed off at 10:00 a.m. and at 3:00 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 6:00 p.m.

ARTICLE 16. MEAL ALLOWANCE

16.01 In circumstances where subsistence is customarily provided and where, for any reason other than overhaul, subsistence is not provided, Employees shall receive in lieu thereof, twenty-four (\$24.00) dollars per working day as subsistence allowance.

16.02 Employees shall generally be allowed to go home for meals. However, should the work requirements be such that the Employee is unable to go home for the meal, the Company shall provide adequate food supplies so that the Employee can make up a meal on board.

A C 17. I TO P OF ENGAGEMENT

17.01 In the event a ship of the Company is laid up, delivered, or sold, interned or lost, anywhere away from home port, the crew shall be given transportation back to port of engagement with subsistence, berth and wages. An Employee who quits without just cause at a place other than his port of engagement or the home port of the vessel shall pay his own return travel expenses.

ARTICLE 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 Life jackets, hard hats and ear protectors shall be provided to the crew.

18.03 Goggles shall be supplied as required for Employees engaged in chipping or scaling.

ARTICLE 19. WAGES AND HOURS OF WORK

19.01(a) The rates of pay effective November 1st, 1995 shall be as follows:

<u>RATING</u>	<u>HOURLY</u>	<u>OVERTIME</u>
Captain	\$20.23	\$30.35
Engineer	\$17.98	\$26.97
Deckhand	\$13.49	\$20.24

(b) Effective November 1, 1996, wages shall be increased by the cost-of-living index increase covering the previous 12-month period ending October 31, 1995.

(c) Effective November 1, 1997, wages shall be increased by the cost-of-living index increase covering the previous 12-month period ending October 31, 1996.

19.02 Hours of work shall be based on an averaging period of two (2) weeks.

19.03 The overtime rate of pay shall be paid for all hours of work in excess of eighty (80) hours within the averaging period. Should a Statutory Holiday occur or Bereavement Leave be given during an averaging period, the eighty (80) hour total shall be reduced by eight (8) hours for every such day.

19.04 **Any** hours for which a rate of pay of not less than one and one-half (1½) times the regular rate has been paid shall not be counted in computing the hours for which the overtime rate is to be paid at the end of the averaging period.

19.05 Should an Employee's employment with the Company terminate during the averaging period, overtime shall be paid for all hours in excess of **days** worked multiplied by eight (8) hours.

19.06 An Employee shall be allowed a minimum of eight (8) hours clear of the job on each calendar day, six (6) of which must be consecutive.

ARTICLE 20. CALL-IN PAY

20.01 Should an Employee be called in to work and, for reasons beyond his control, no work is available on his arrival, he shall be paid a minimum of two (2) hours pay at the regular rate of pay.

ARTICLE 21. PAYMENT OF WAGES

21.01 Wages shall be paid every two (2) **weeks**.

21.02 The Company agrees to supply time sheets or sheets for the purpose of keeping a record of time worked. Where the Company fails to supply the said time books or sheets, Employees' time claims shall be considered **as** valid on any form of paper.

ARTICLE 22. FRINGE BENEFITS

22.01 It is agreed between the parties that the contributions payable to the Seafarers' Medical Plan and the Seafarers' Hiring Hall Fund are provided for in a Memorandum of Understanding between the parties dated May 14, 1996, which Memorandum of Understanding is incorporated in the present collective agreement **and** forms an integral part thereof.

ARTICLE 23. BEREAVEMENT LEAVE

23.01 Employees who have attained seniority with the Company shall be entitled to three (3) days Bereavement Leave with pay in the following cases: the death of a spouse, father, mother or children.

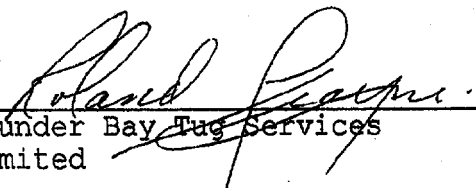
23.02 Employees who have attained seniority with the Company shall be entitled to one (1) day Bereavement Leave with pay in the case of the death of a father-in-law or mother-in-law.

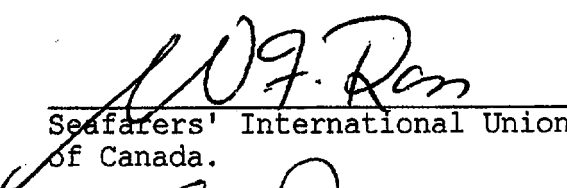
23.03 For the purposes of this Article, a day's pay shall be eight (8) hours at the regular rate of pay.

ARTICLE 24. DURATION OF AGREEMENT


24.01 this Agreement shall become effective as from November 1st, 1995, unless otherwise noted herein, and shall continue in full force and effect until October 31st, 1998, 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 October 31st, of any subsequent year.

Dated this 28 day of NOV., 1996 at THORON ONT.


Thunder Bay Tug Services
Limited


Seafarers' International Union
of Canada.

Thunder Bay Tug Services
Limited


Seafarers' International Union
of Canada.

MEMORANDUM OF UNDERSTANDING made this 14th day of May, 1996.

BETWEEN : **THUNDER BAY TUG SERVICES LIMITED**
 hereinafter referred to as "The Company"

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

The parties agree by Memorandum of Understanding that effective November 1st, 1995 the Company will **make** contributions to the following plans as indicated below:

SEAFARERS' MEDICAL PLAN

The Company agrees to make contributions of five dollars (\$5.00) per job per payroll day effective November 1, 1996. Said contributions to be made to the existing Seafarers' Medical Plan.

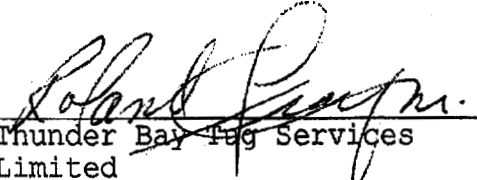
The Company agrees to make contributions of five dollars and twenty-five cents (\$5.25) per job per payroll day effective November 1, 1997. Said contributions to be made to the existing Seafarers' Medical Plan.

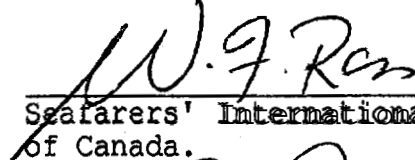
SEAFARERS INTERNATIONAL UNION HIRING HALL FUND

The Company agrees to pay to the Seafarers' International Union of Canada Hiring Hall Fund the **sum** of two dollars and fifteen cents (\$2.15) per job per payroll day effective November 1, 1995.

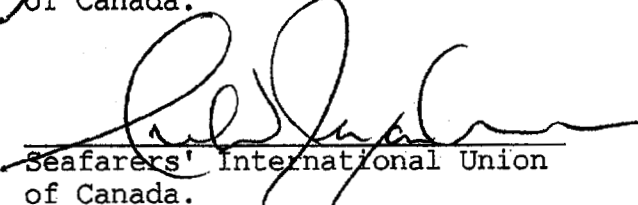
The parties agree that, the above fully satisfies the requirements of Article 22 entitled "Fringe Benefits" **and** that nothing contained herein shall constitute any re-negotiation of the existing Collective Agreement.

Dated this 14th day of May, 1996 at Thorold, Ontario.


Thunder Bay Tug Services
Limited


Seafarers' International Union
of Canada.

Thunder Bay Tug Services
Limited


Seafarers' International Union
of Canada.

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