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ORIGINAL

MEMORANDUM OF AGREEMENT

MADE THIS NOVEMBER 1, 1984

NO. OF	F.M.C.S.		
EMP.	01	11	84
EMP.	31	10	85
NO. OF EMPLOYEES	14		
NOMBRE D'EMPLOYES			

BETWEEN:

SEAFORTH FEDNAV INC. - MANAGERS FOR ASL -

ATLANTIC SEAROUTE LIMITED

(hereinafter called "the Company")

AND:

SEAFARERS' INTERNATIONAL UNION OF CANADA

(hereinafter called "the Union")

WHEREAS the Company either operatee, owns, manages and/or bare boat charter6 vessels in both inland and home trade voyages and also foreign going voyages as defined by the Canada Shipping Act;

AND WHEREAS the Parties are desirous of promoting collective bargaining and stability of industrial relations in the manner and upon the terms herein rat out:

1. **GENERAL PURPOSE OF THIS AGREEMENT**

The General purpose of this agreement is, in the mutual interest of the Company and its unlicensed employees, to provide for the most reasonable operations 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 thio 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**

The Company recognizes the Union as the role and exclusive representative for the purpose of collective bargaining for the unlicensed personnel employed on the Company's ships, Involved in the Ro-Ro Division operations, which unlicensed personnel are hereinafter referred to an "employees" which word shall include the singular as well as the maculine and feminine.

3. **CLAUSE PARAMOUNT**

The parties to this agreement will not establish rules or enforce regulation. which will, in any way, be contrary to or interfere with 'the effective implementation of all clauses of this agreement.

4. **STATUTORY REQUIREMENTS**

Nothing in this agreement shall be so construed as to effect the obligations of the signatories under the provisions of the Canada Shipping Act as amended or other government legislation or to impair in any manner whatsoever the authority of the Master.

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5. MAINTENANCE OF MEMBERSHIP AND EMPLOYMENT

(a) An employee covered by this agreement who is not a member of the Union shall, within thirty (30) days of employment make application for membership in the Union. If the Union refuses to accept such employee, a satisfactory written statement of reason must be supplied by the Union to the Company.

(b) The Company agrees to maintain in their employ only members of the Union in good standing. "Good standing" is herein interpreted to mean that a member has not failed to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the Union.

(c) The Company shall not be required to discharge any employee under paragraph. (a) and (b) above unless and until a qualified replacement is available, subject to the Captain's determination and the grievance procedure.

(d) The Company agrees to deduct initiation fees and/or monthly union dues and/or assessments in respect to all employees covered by this Agreement in the amounts as established by the Union.

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

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

Should the Company fail to meet its obligation 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 contribution⁶ are made. Note that this penalty is meant to cover the delays for a total ship renittance and not meant to cover any individual error that may arise. The postmark on the envelope shall be the determining factor provided there is no interruption in portal service.

(e) 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 such provision.

(f) The Company agrees that during the period this agreement is in effect, all personnel to be hired shall be requested through the offices of the Union closest to the location of the vessel for which the request is made.

(g) The Union agrees that its hiring facilities shall be available as follows:

1. The Union Hall 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 the Union officials in each port shall be furnished to the Company in case of emergency calls for employment.

4. Outside the hours of 09:00 hrs to 17:00 hrs. the Union Hall shall have an answering service available for incoming calls which are received.

5. The Union hiring facilities shall be closed on all statutory holidays specified in Article 12 herein and on all other Federal and/or applicable Provincial statutory holidays. Where such statutory holidays fall on a Saturday or Sunday, the Union Hiring Halls shall be closed on the following Monday or on the next juridical day should the following Monday be a statutory holiday.

(h) The Union agrees to cooperate fully with the ship's officers and management of the Company in obtaining qualified, reliable employees to fill vacancies as they occur. When employees are requested, the Union agrees that the Company's requirements will be filled as quickly as possible.

(i) 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 be immediately furnished in writing with a valid reason for such refusal. If a member is not accepted by the Company, as a result of or because of an error committed by the Company in placing a call for a replacement, the said member shall be reimbursed any and all reasonable transportation costs to and from the vessel, living expenses supported by receipts and shall receive one day's basic pay.

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.

(j) 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.

(k) The Union agrees that the Master or Chief Engineer of a vessel has the exclusive right to direct the crew, determine qualifications, hire, promote, transfer, lay off, suspend or discharge employees for cause.

(l) Refusal of any employee to work as directed or to obey lawful order of his superior officers shall be grounds for discharge.

(m) The parties agree that where the Union fails or is unable to fill a request for unlicensed replacement personnel acceptable to the Company within forty eight (48) hours of the receipt of the Company's request the Company shall be free to engage such unlicensed personnel through any other available source, subject to appropriate rules hereinafter:

1. Where an employee terminates his employment with the Company, he shall provide an officer with a minimum of forty eight (48) hours written notice. Such notice shall be in writing and in duplicate so that the employee can retain a copy from the officer. The officer shall immediately thereafter request the Union to supply the required personnel. If the Union is unable to dispatch the replacement personnel within forty eight (48) hours, the Company may hire replacement personnel from any other source available. The replacement personnel shall hold the same employment status as that held by the terminating employee.

2. When, as indicated above, the officer does not provide the Union with a minimum of forty eight (48) hours notice for replacement personnel, the Union shall in any event endeavour to dispatch the requested personnel within the time limits required by the Company. However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel on a temporary basis only. Should this occur, the Captain upon hiring temporary personnel shall immediately notify the nearest Union office so that the replacement personnel hired by the Company will be replaced by the Union member as soon as possible.

3. Where an employee terminates his employment without giving forty eight (48) hours written notice to an officer, an officer shall notify

3. cont'd

the nearest Union hall immediately with the request for replacement personnel. However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel and said personnel shall hold the same employment status as the terminating employee.

4. Where an employer is discharged for cause, an officer shall notify the nearest Union hall immediately with the request for replacement personnel. However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel. The replacement personnel shall hold the same employment status as that held by the terminating employee.

(n) The forty eight (48) 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.

(o) Where the Captain or Chief Engineer decides to lay off, other than when the ship lays up, twenty four (24) hours written notice shall be given to the employee affected, stating thereon the reason for such lay-off.

(p) It is agreed between the parties that when an employee returns from sick leave or regular leave, he will notify the Captain twenty four (24) hours ahead of time in order to facilitate the paying off of the relieving employee.

(q) The Union further recognizes the right of the Company to operate and manage its business in all respects to maintain order and efficiency on its vessels and to determine the location of its vessels at all times, the types of charters and other business to be entered into, the scheduling of its vessels and its method of scheduling and types of vessels to be used in its operations.

The Union further acknowledges that the Company has the right to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this agreement.

6. GRIEVANCE PROCEDURE

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

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(b) 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.

(c) Upon request of the grieving employee, the Ship's delegate shall assist in the grievance procedure, provided such assistance does not interfere with the operating of the ship.

(d) The Captain or Chief Engineer shall acknowledge receipt and reply to the grievance by completing and returning to the grievor a duly completed Standard Grievance Form to the Union immediately.

(e) 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.

(f) 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

(g) Within thirty (30) days of the date the grievance is submitted by the Union to the Company's head office, the Company shall reply enclosing a copy of the duly completed Standard Grievance Form.

(h) 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 (g) above.

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

7. ARBITRATION

Any grievance involving the interpretation or alleged violation of any provision of this agreement which has not been settled to the satisfaction of the Company and the Union by conference or negotiation may be submitted to an Arbitration Board. Matters involving any request for a modification of this agreement or which are not covered by this agreement shall not be subject to arbitration.

(a) The Arbitration Board shall consist of one (1) arbitrator who shall be jointly selected by the Union and the Company. This selection shall be made within ten (10) days after the request for arbitration has been made by either party to this agreement. In the event that the parties fail within the said ten (10) day period to agree upon the selection of an arbitrator, the matter may be referred by either party to the Federal Minister of Labour who shall select and designate the Arbitrator.

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

7. cont'd

(c) A statement of the dispute or question to be arbitrated shall be submitted by both parties either jointly or separately to the arbitrator within seven (7) days of his appointment. The Arbitration Board shall convene within ten (10) days following the appointment of the arbitrator unless otherwise mutually agreed by the parties and shall render its decision as soon thereafter as possible.

(d) The decision of the Board shall be limited to the dispute or question contained in the statement or statements submitted to it by the parties. The decision of the Arbitration Board shall not change, add to, vary or disregard any conditions of his agreement. The decisions of the arbitrator which are made under the authority of this arbitration article shall be final and binding upon the Company, the Union and all persons concerned.

(e) The expenses, fees and costs of the arbitrator shall be paid by the party to this agreement found to be in default upon the arbitrator's resolution of the grievance or, if the arbitrator resolves the grievance in such a way that neither side shall be found wholly in the right, then the arbitrator shall also establish the proper split of the expenses, fees and costs between the two parties in the proportion appropriate to the share of responsibility that each side had in the production of the grievance.

8. UNION OFFICERS BOARDING VESSELS

(a) The Company agrees to issue passes to the Union's representatives for the purpose of consulting with its members aboard vessels of the Company covered by this agreement. Representatives of the Union shall be allowed on board vessels at the principal port used by the vessel provided that he shall present his pass on boarding the vessel to the Captain or the Officers-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 operation of the vessel.

(b) The Union shall submit to the Company the name and relevant particulars of the bona fide Union members authorized by the Union to act as its representatives provided that the Company, upon receiving from any representative a waiver in form satisfactory to the Company of any claim for any damage resulting from any accident or injury in or about Company property shall thereupon issue a pass to each representative enabling him on board the Company ships in port for the purpose herein provided. In the event that such privilege is withdrawn from the designated Union representative the Union will undertake to notify the Company to revoke such as a matter.

(c) 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.

(d) The Company assumes no responsibility for securing passes to or through property owned or controlled by others but the Company agrees to cooperate with the Union in endeavouring to secure such passes.

9. SENIORITY

(a) Seniority shall mean the length of continuous service that an employee has accumulated on Ro-Ro vessels.

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

9. cont'd

(c) 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.

(d) A copy of the Seniority List shall be forwarded to the Union annually thirty (30) days after it is compiled.

10. PROMOTIONS

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

11. VACATION PAY

(a) An employee shall receive vacation pay equal to five percent (5%) of his gross wages earned during the period since last payment of accrued vacation.

(b) An employee having completed more than five (5) full years of service with the Company shall receive vacation pay equal to six percent (6%) of his gross wages earned during the period since last payment of accrued vacation pay.

(c) An employee having completed more than seven (7) full consecutive years of service with the Company shall receive vacation pay equal to seven percent (7%) of his gross wages earned during the period since last payment of accrued vacation pay.

(d) The right of an employee to receive vacation pay pursuant to paragraphs (a), (b) and (c) above shall not be affected in any way where such employee is absent from his employment for reasons satisfactory to the Captain.

(e) All vacation pay will be paid out at the end of December on separate cheque.

12. GENERAL AND EMERGENCY DUTIES

(a) 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.

(b) Any work necessary for the safety of the vessel, passengers, crew or cargo or for the saving of or rendering assistance to other vessels, lives, property or cargoes, shall be performed at any time on immediate call by all employees and notwithstanding any provisions of this agreement which might be construed to the contrary in no event shall overtime be paid for the work performed in connection with such emergency duties of which the Captain shall be the sole Judge.

(c) The Captain may, whenever he deems it advisable, require any employee to participate in life boat or other emergency drills. Such drills will take place in accordance with government regulations.

(d) Oilers are to assist with the taking and placing on board of any engine room stores in addition to their regular duties.

12. cont'd

(e) Cooks will not be called upon to do any painting or general maintenance work on deck, their duties being confined to the duties normally assigned to a cook such as cooking, servicing meals, cleaning galleys, taking and placing on board galley stores and provisions, etc.

13. STATUTORY HOLIDAYS

The Company agrees to recognize the following holidays:

- 1) New Year's Day
- 2) Good Friday
- 3) Easter Monday
- 4) Victoria Day
- 5) Dominion Day
- 6) 1st Monday in August
- 7) Labour Day
- 8) Thanksgiving day
- 9) Remembrance Day
- 10) Christmas Day
- 11) Boxing Day

In the event that any of the foregoing holidays falls on a Saturday or a Sunday the following Monday will be observed and paid at the same rate as a Statutory Holiday. The work performed on a holiday shall be that usually performed on a Sunday. If an employee is on a tour of duty but does not work on a Statutory Holiday he will receive his usual daily wage. If an employee is required to work on a Statutory Holiday he will be paid for each hour worked double time and one-half his basic hourly rate. If any statutory Holiday falls during an unlicensed crew members period of leave he will be paid a day's basic pay. In addition to the foregoing if an unlicensed crew member is on board his ship for either Christmas Day or New Year's Day he shall be paid a bonus of one hundred dollars (\$100.00) for each of these days worked.

14. CLEANLINESS OF QUARTERS

The Company shall see that all quarters assigned for the use of the employees are kept clean, tidy, lighted and ventilated insofar as is practical to do so. The Company and the employee shall cooperate to the fullest in keeping the 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 CONVENIENCES

The following items shall be supplied to the unlicensed personnel employed on board vessels of the Company:

- 1) A suitable number of clean blankets for each employee;
- 2) An adequate supply of sheets, pillow cases, hand and bath towels. standard brand face soap and laundry soap or detergent to be supplied weekly;
- 3) An adequate supply of crockery;
- 4) The Company agrees to supply on each vessel one coloured TV, a washing machine, an iron and ironing board and, where electrical capacity and space are available, an electric dryer and, where space presently permits, space for drying clothes will be made available.

15: cont'd

The Company agrees to pay the cost of maintenance of these appliances necessitated by normal wear and tear. Any member willfully damaging or destroying linen, mattresses and/or any of the equipment supplied for entertainment or recreational purposes shall be held accountable for same.

- 5) The Company undertakes to make available coveralls and/or oilskins for employees in both the engine room and deck departments - at least two sets per year. One two-piece skidoo suit per year per employee will be issued for use when working outside in cold weather. Insulated work gloves shall be issued to employees who are required to work outside in cold weather.

16. MEALS, COFFEE TIME AND LUNCHES, RELIEVING FOR MEALS

16 (a) Meal hours, when practicable, shall be as follows, unless otherwise directed by the Captain but in no case shall the indicated hours be altered more than one half (1/2) hour in either direction, except in an emergency.

Breakfast - from 07:30 hrs. to 8:30 hrs.

Dinner - from 11:30 hrs. to 12:30 hrs.

Supper - from 17:00 hrs. to 18:00 hrs.

(b) A fifteen (15) minute coffee break shall be allowed each member of the crew on each watch, and for crew members on day work each morning and afternoon. Such coffee breaks for day workers shall be taken at the hours of 10:00 and 13:00 when the nature of the work permits, otherwise as near as possible to those hours. For watchkeepers such coffee breaks shall be taken as near as possible to the middle of the watch, and coffee must be available.

(c) Where overtime is worked, coffee breaks must be allowed every two (2) hours. These coffee breaks shall be given in such a way that the operations shall not be unnecessarily interrupted.

(d) Night lunches shall be available for crews changing watches and those called to work overtime.

(e) The Company agrees to make every effort to supply fresh milk and fresh fruit and vegetables when in season and to provide meals in full and nutritional and plentiful quantity at meal hours, such meals shall include but not be limited to T-bone steak once per week, french bread, fresh Atlantic Salmon in season once a month, scallops once per month and agrees that all beef supplied to vessels will be Canada Grade A1 Red Brand only.

(f) In port when the 12 to 4 watch are required to remain on board to relieve the 4 to 8 watch for supper, they shall receive a minimum payment of one (1) hour's overtime for each meal in addition to their regular basic wages.

(g) The 12 to 4 watchkeepers shall complete their normal watch at all times while the vessel is in port, anchored or not otherwise underway. Likewise, the 4 to 8 shall not be required to commence his watch before 16:00 hrs. and shall normally be granted one half (1/2) hour to eat on Company time.

17 TRANSPORTATION COSTS

(a) Unlicensed personnel when travelling to or from their vessel shall be paid reasonable transportation costs upon rendering receipts in addition to their regular daily wage and leave pay.

17. cont'd

(b) In the event that an employee is unable to travel between his home and the location of the vessel within the day the crew change takes place he shall, be paid for any additional days at the basic daily rate, if delays in travel are due to the Company's control then leave shall accrue.

(c) Reimbursement of transportation expenses shall be made no later than seven (7) days after the receipts have been submitted to the Company.

(d) When an employee is required to use his own car a rate of twenty four (24) cents per kilometer, thirty-eight (38) cents per mile will be paid.

(e) Crew members discharged for cause or leaving the vessel of their own accord prior to the end of their regular tour of duty shall bear their own transportation costs.

18. ROOM AND MEAL ALLOWANCE

When the Company does not provide room and board during the course of his employment an employee shall receive all fair and reasonable hotel and meal expenses provided such expenses are supported by receipts.

19. SAFETY AND EQUIPMENT

(a) The Company shall make every effort to furnish and maintain safe working gear and equipment for the protection of its employees and shall continue to make reasonable provision and rules for their safety.

(b) Two (2) men shall be used for handling mooring lines at all times, one (1) forward and one (1) aft. When pulling long bow and stern lines, i.e. when vessel is berthed on the outside of another vessel, two (2) men per line shall be used.

(c) Any vessel tied up at any wharf, dock or landing place where crew members may go ashore or come aboard, shall have a suitable gangway and a safety net properly secured to the ship for the safe and convenient transit of crew members.

(d) Members of the engine room shall not be required to work on staging or bosun's chair in machinery space while the ship 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 overaide, there shall be a man standing by above the stages at all times.

(e) Only water from an approved source shall be used for drinking or sanitary use.

(f) All vessels shall be supplied with life jackets sufficient for the watch below and an approved medical kit. Each medical kit shall be checked every six (6) months together with the ship's delegate and one (1) licensed ship's officer. Such officer shall hold a current M.E.D. Certificate. A copy of the check list, together with expiry dates for all supplies if any, shall be kept by both the ship's delegate and the officer appointed.

(g) The Company agrees to supply and maintain safety equipment for the use of unlicensed personnel covered by this contract in accordance with M.O.T. regulations.

(h) Goggles shall be supplied as required for men engaged in chipping or scraping, also ear muffs or ear plugs will be made available for all engine room personnel on diesel vessels and to deck personnel required to operate automatic chipping hammers.

(i) Hard hats shall be supplied to crew members working in areas where overhead work is being performed.

(j) The Company will supply proper face respirators when crew members are handling dusty cargoes as well as when required to do spray painting in confined areas such as tanks, tunnels etc.

(k) Goggles, hard hats and respirators will be signed for and, if not returned at the termination of employment, the employees will pay for the cost of replacement.

(l) Non-conductor foot pads shall be supplied in front of the main electrical switchboard.

(m) During the hours of darkness outside painting must not be performed.

(n) The Company agrees to provide immersion suits that conform with the standards proscribed by D.O.T. to unlicensed crew members on all vessels. It is understood that each unlicensed crew member will be fully responsible and accountable for the suit at all times while in his possession and will pass it over to his alternate prior to his going on leave and will ensure that he receives it back in proper condition on returning from leave. These suits shall remain the property of the Company. The procurement of these suits will be accomplished in the most expeditious manner.

(o) The Company agrees to provide suitable protective clothing when crew members are required to work near hazardous chemicals which will include recognized and acceptable respiratory face masks.

(p) First aid kits, life preservers, life jackets, portable life rafts, etc., shall not be stored away while on the run immediately prior to winter lay-up nor shall the life boats be emptied of their equipment, permanently covered or securely lashed in preparation for such lay-up.

(q) 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 situations rectified.

(r) It is agreed that any safety regulations that the Company may now have in force for the safety of the vessel and the crew and any 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. Violations of any such regulations will warrant instant dismissal.

(s) The Company agrees to supply on each vessel one (1) stool for the use of the wheelman. Such stool shall be available for use under circumstances satisfactory to the Captain or Officer-of-the-Watch.

(t) The Company agrees to post a notice advising all crew members that it is their duty to ensure that all flammable materials are stored when not in use in the designated storage lockers which are properly identified and approved by M.O.T. for the storage of such materials.

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

(v) If painting, chipping or scogging is to be undertaken with respect to the mast and smoke stack while the vessel is underway, they will only be done with a secure ladder, proper safe staging and in accordance with generally accepted practices of good seamanship.

(w) The Company agrees that no crew member shall knowingly be required to work under unsafe conditions. Unsafe conditions shall be defined as those not normally considered safe on Ro-Ro vessels.

(x) The Company will supply to each unlicensed crew member one pair of safety footwear per year as is appropriate to their Department. When required to work on dock the Company will also supply one pair of suitable

rubber boots par man per year. Extra pairs of either type 8 of footwear will be supplied as needed due to excessive wear and tear upon presentation of the old pair to the Captain or Chief Engineer.

20. TANK, BOILER & ENGINE CLEANING

(a) Where it is necessary for personnel to do heavy, dirty cleaning work such as cleaning exhaust manifolds and dirty engine room tank tops and dirty bilges where men are working below the floor plater, they shall be paid at the rate of one and one half the appropriate hourly rate at the time the work is performed. The minimum payment for such work to be one hour. Coveralls and respirators, if necessary will be supplied. The Company agrees to pay each unlicensed employee engaged in cleaning of fuel tanks additional compensation for each hour worked, \$2.00 per hour.

(b) When deck employees are required to work in the engine room they will be paid overtime.

(c) Chain lockers and fore peak tanks will be included in this category. compensation for work in areas in this article will be paid at \$2.50 per hour. Fresh water tanks will be cleaned at least once every six months. All foregoing duties must have the prior approval of the Captain or Chief Engineer before work is commenced.

21. WAGES & HOURS OF WORK

(a) Schedule of Wages

	<u>Basic Hourly Wage Rate</u>	<u>Overtime Rate per hour</u>	<u>Overtime Rate per hour worked in excess of 8 hours Sat. & Sun.</u>
Cook & Bosun	8.94	13.41	17.88
Seaman & Oiler	8.40	12.60	16.80
Messman	7.59	11.39	15.18

(b) Employees in the deck and engine room departments shall be classed as either watchkeepers or day workers.

(c) The regular hours of work for all employees who are assigned to standard watcher i.e. watchkeepers shall be eight hours during each calendar day on a three watch system so that four hours on watch shall be followed by eight hours off watch except when meal reliefs are necessary or when in the Captain's or Chief Engineer's discretion it is deemed advisable to break watches while a vessel is in port anchored or not otherwise underway. When watches are so broken and day work is undertaken then hours of work shall be between 8:00 a.m. and 5:00 p.m. and no employee shall be called upon to work more than eight hours during each calendar day without payment of overtime, taking into consideration watches which he has stood before day work commenced or which he will stand on completion of day work.

(d) When a vessel is in port and watches are broken for the purposes of placing the crew on day work, employees may also be placed on night watch from 5:00 p.m. to 8:00 a.m., taking into consideration watches which an employee has stood before "day work" commenced or which he shall stand on the completion of "day work".

(e) The regular hour. of work for nonwatchkeepers in the deck and engine room departments shall be eight hours from 8:00 a.m. to 5:00 p.m. daily.

(f) An employee who is not on regular duty when called for overtime shall be allowed as a general practice thirty minutes in which to dress,

however the Union recognizes that under special circumstances the Captain may not be able to comply.

(g) An employee performing overtime work which ceases before the expiration of one hour shall nevertheless be credited with one hour overtime, after the first hour of overtime each further period of one half hour shall

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entitle the employee to one half hour at the overtime rate.

(h) When men are called out to work on overtime and then knocked off for less than two hours excepting where a man is recalled for his regular duties overtime shall be paid straight through.

(i) Within twenty-four hours of completion of any overtime work the employee and the officer in charge shall both sign duplicate overtime sheets recording the duration of such work. One copy of the sheet shall be given to the employee and the other retained by the Captain, in the event the question arises as to whether work performed is payable as overtime or if the claim is rejected the Senior Officer must sign "disputed" under reasons for nonapproval. In case of a dispute the matter shall immediately enter the grievance procedure as provided in this agreement.

(j) Hours of work for members of the Stewards' department shall be confined to night hours in a spread of twelve hours, overtime shall be paid for any time worked over the regular eight hour day or outside the twelve hour spread.

(k) It is further agreed that each unlicensed employee, is entitled to a minimum of six hours continuous resting each day except where the safety of the ship is concerned.

(l) When an employee is required to work during a meal hour he shall be paid at the overtime rate for such hours (this means 9 1/2 hours for 8 hours worked).

22. TOUR OF DUTY

The normal tour of duty for vessels engaged in home trade Ro-Ro operations will be on the basis of sixty days on & thirty days off. The Company will do everything possible to maintain this schedule but reserves the right to extend this schedule to allow the ship to reach an appropriate terminal port.

23. MAINTENANCE WORK

(a) Maintenance work is hereby classified as painting, chipping, scogging, scraping or working on ship's gear. Deck maintenance work except when concerned with the safe navigation of the vessel shall be performed between the hours of eight (8:00 a.m.) and five (5:00 p.m.) Engine room personnel shall not be required to do any chipping or scraping between the hours of five (5:00 p.m.) and eight (8:00 a.m.). Between the hours of twelve midnight (12:00 a.m.) on Saturday and eight (8:00 a.m.) on Monday and between five (5:00 p.m.) and eight (8:00 a.m.) on week days employees shall perform only necessary work, necessary work may include the following:

- 1) Navigation duties including the keeping of watches and work performed in connection with the assistance of ships and other functions in which a Ro-Ro vessel may engage.
- 2) Docking, undocking, handling of mooring lines preparing for loading and unloading of the vessel including ballasting and deballasting.
- 3) Battening down, opening up and closing of hatches, securing the vessel in preparation for the voyage.
- 4) Washing down the deck department immediately after loading and unloading of cargo or water ballast.

- 5) Cleaning of cargo holds if it is necessary to avoid delay to the immediate loading of cargo and/or water ballast.
- 6) Sanitary work which shall mean cleaning the wheelhouse, wheelhouse windows from inside and outside, the wheelhouse, mopping out the wheelhouse; it shall also include the sweeping and general cleaning of hallways, recreation room and mess rooms.
- 7) Sweeping, mopping, wiping and cleaning floor plates and deck oil in machinery space areas, including the exterior of main engines and auxiliaries.
- 8) Taking onboard fuel and stores required for the continuous operation of the vessel.

(b) The Company agrees that all vessels shall be manned with crews sufficient and efficient to meet the requirements of the operation.

(c) When a vessel sails without a full complement, wages of the absent member shall be divided among the men who must perform the work of the absent member.

(d) When men standing sea watches are promoted for the purpose of replacing men who are injured, sick or absent they shall receive the differential in pay while so acting.

(e) When members of the deck department are required to do spray painting they shall be knocked off one half hour early to clean up. Coveralls and respirators will be supplied.

24. STEWARD'S DEPARTMENT

(a) Routine duties for members of the Steward's department will include the supervision, preparation and the serving of regular meals and the preparation of night lunches the cleaning of all dining rooms, galley, pantries, store room, linen room, refrigeration spaces and all departmental equipment.

(b) If on a Ro-Ro vessel, the total ships Company exceed twenty-three (23) persons made up of either crew or passenger are carried the Company will employ an additional second cook for this period.

(c) On vessels where persons other than the crew members are lawfully carried aboard the Company agrees to pay five dollars and fifty cents (\$5.50) per day for each person to be distributed equally among the members of the Steward's department. While the ship is in port if meals are supplied to any persons who are not crew members of the crew or officials of the Company, the Company agrees to pay two dollars and fifty cents (\$2.50) per meal to be equally distributed among the members of the Steward's department provided that the provisions of the clause shall not apply to Pilots.

(d) In addition to his regular hours of work one (1) hour overtime per week will be allowed to one member of the Steward's department for the purpose of issuing clean linen. Laundry and linen shall not be issued while meals are being served.

(e) In addition to his regular hours of work two (2) hours overtime will be allowed to one (1) member of the Steward's department each time the walk-in refrigeration spaces are defrosted and cleaned, provided such work is approved in advance by the Captain, Chief Engineer or Officer-in-Charge.

(f) In addition to his regular hours of work, two (2) hours overtime per month will be allowed to each member of the Steward's department for the purpose of stowing provisions and supplies during normal working hours.

24. cont'd

The Company shall supply apron. to all members of the Steward's department and also if uniforms are required aboard any vessel the Company shall supply then and these shall be laundered at the Company's expense. Members of the Steward's department shall be required to wear "whites", procurement of whiter shall be the responsibility of the member concerned and the Company shall pay him an allowance of fifty-two dollars (\$52.00) per six (6) month period. These articles shall be laundered at the Company's expense.

25. INTERRUPTION OF WORK

(a) 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 Union or the employees involved.

(b) There shall be no discrimination, interference, restraint or coercion by the Company against any employee because of membership in the Union. The Company 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 Captain, Chief Engineer and Executives of the Company in the maintaining of discipline aboard ship. The Union also undertakes to attempt to prevent interference by other labour organizations in Canadian or United States ports.

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

26. FRINGE BENEFITS

It is agreed between the parties that the contributions payable to the Canadian Seafarer's Medical Plan, the Seafarers' International Union of Canada Pension Fund, the Seafarers' Training Institute and the Seafarers' Hiring Hall Fund, 'provided in the memorandum of understanding between the parties and dated November 1, 1984, incorporated herein and made part hereof, shall be effective as of November 1, 1984.

27. SHORT PERIOD LAY-UP

Should an employee on a vessel be laid off for a period of less than seven (7) consecutive days he shall not suffer any loss in his regular pay because of such lay off.

28. SECURING CARGO ON RO-RO VESSELS

All cargo is to be secured before leaving sheltered waters. Crew are to assist in lashing or unlashng cargo if requested to do so. Overtime is to be paid for lashing in addition to an employees guaranteed daily basic pay at the rate of 1 1/2 times the basic rate.

29. PAYMENT OF WAGES

(a) All personnel employed by the Company shall be paid in two (2) weekly intervals,

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.

(b) The employee will not receive any part of his pay in cash from the Captain.

(c) If the vessel is employed on a foreign going voyage advances may be made at the discretion of the Captain.

30. MARINE DISASTER

(a) An employee covered by this agreement, while employed by the Company, who suffers loss of clothing or other personal effects because of a marine disaster or ship wreck shall be compensated by the Company for such loss up to a maximum of one thousand two hundred (\$1,200) dollar..

(b) 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 value claimed.

31. SICK LEAVE AND COMPASSIONATE LEAVE

(a) After completion of sixty (60) days of continuous employment with the Company an employee will be granted bereavement leave when death occurs to a member of his or her immediate family, that is his father, mother, wife, child, brother, sister, parents-in-law, and grandparents. The employee granted leave to attend the funeral will be paid at his basic rate with no accumulative leave for the time lost up to a maximum of five (5) days. Claims for bereavement leave must be submitted by the employee in writing to the Master with proof of bereavement in the employee's immediate family.

(b) An unlicensed crew member shall be entitled to receive from the Company a reasonable leave of absence from his employment without pay in the event of either illness or injury to himself or a member of his immediate family, that is, his wife and children.

(c) An employee may request paternity leave without pay at least six (6) weeks prior to the expected date of the birth of his child and shall be granted paternity leave for a maximum period of thirty (30) days without pay.

(d) All claims under this Article must be supported by proper medical or bereavement evidence upon returning to the vessel, otherwise the employee forfeits his right to employment with the Company.

32. EMPLOYEE'S FILE

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

(b) Upon written request of an unlicensed employee, notice of disciplinary action which has been placed on the personnel file of the unlicensed employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

(c) Upon written request of an unlicensed employee, the personnel file of that employee shall be made available once per year for the examination in the presence of an authorized representative of the employer.

This paragraph (c) also applies when an unlicensed employee is off ship on leaves of absence due to the following:

1. Article on 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.

33. DISCRIMINATION

In addition to the anti-discrimination provisions contained in applicable legislation, the Company shall not discriminate against any employee for legitimate Union activity or on grounds of mother tongue when an employee's mother tongue is either of the two official languages of Canada.

34. ACCUMULATED LEAVE DAYS

For each, day on board the vessel all crew members shall receive one half day off with pay at the rate of 0.5 of the basic dally rate of pay.

35. DURATION OF h _____

(a) This agreement shall remain in effect for a term of twelve (12) months commencing November 1, 1984 and shall continue in full force and effect until October 31, 1985, and shall thereafter without further act or formality be renewed for a further term of one (1) year unless written notice of desire to amend, modify or cancel any of the terms hereon is given by either party hereto to the other within ninety (90) days prior to the expiration of such term, in which event it shall terminate, at the expiration of such term.

SEAFORTH FEDNAV INC.

[Handwritten Signature]
[Handwritten Signature]

SEAFARERS' INTERNATIONAL UNION OF CANADA

[Handwritten Signature: Andrew Byt]
